no 334.

over the February recess

Jan. 21. 1880

Submitted

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 944. 334

THE AMERICAN PRINTING HOUSE FOR THE BLIND, OF LOUISVILLE, KENTUCKY, APPELLANT,

vs.

THE LOUISIANA BOARD OF TRUSTEES OF THE AMERICAN PRINTING HOUSE FOR THE BLIND ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 13, 1879.

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1 *Bill of complaint.—Filed May 8th, 1876.*

UNITED STATES OF AMERICA:

Circuit court of the United States in and for the 5th circuit & district of Louisiana.

AMERICAN PRINTING-HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing-House for the Blind. } No. 7867.

To the judges of the circuit court of the United States for the district of Louisiana:

The American Printing-House for the Blind, a corporation created by an act of the legislature of the State of Kentucky, a citizen of the State of Kentucky, herein appearing through William T. Bullock, president, a citizen of the State of Kentucky, brings this its bill against the corporation of the Louisiana Board of Trustees of the American Printing
2 House for the Blind, a corporation under the laws of the State of Louisiana, a citizen of the State of Louisiana, whereof Thomas A. Adams is president, a citizen of the States of Louisiana.

And, thereupon, your orator complains and says:

That by section first of the charter of said defendant, its name and style is fixed as The Louisiana Board of Trustees of the American Printing-House for the Blind.

That section second of said charter provides "that the object of this (meaning defendant) association and corporation shall be to raise funds for, and otherwise to aid in, the permanent establishment and successful management at Louisville, Kentucky, of a publishing house for the printing and publication of books in raised letters for the use of the blind in the United States."

That by section fifth of said charter it is provided that "the trustees shall hold the funds and properties of the corporation for the purposes thereof, and until the sum of twenty-five thousand dollars is raised in
3 this and other States of the Union, the same may be safely invested at the discretion of the trustees; that so soon as the trustees are officially informed by the trustees of the American Printing-House for the Blind at Louisville, Kentucky, that the sum of twenty-five thousand dollars has been raised, they shall then remit the funds and properties received by them to said trustees at Louisville, in such sums as may, from time to time, be required to establish and carry on said publishing house."

Now, your orator says that the sum of twenty-five thousand dollars has been raised in the States of Kentucky, Mississippi, Tennessee, Louisiana, and other States of the Union, and that the trustees of the State of Louisiana for the American Printing-House for the Blind have been officially informed of said fact, and demand has been made on said defendant by your orator for the payment of the sum admitted by said defendant to be in its possession raised by contributions made for the benefit of your orator in furtherance of the interests of the blind of the United States.

4 Your orator says that it has purchased types, printing-presses, and other materials for printing and publishing books for the blind; and that since its organization it has published over ten thou-

sand copies of forty different books. Further, your orator says that its publishing house has been established since the year 1863, and that the said sum of twenty-five thousand dollars, as set forth in section fifth of the charter of defendant, was raised as therein required before the year 1865.

Your orator further says that said defendant admits having in its possession the sum of $30,200 (thirty thousand two hundred dollars), and the same is at interest, and thereby constantly augmenting; and your orator avers that the whole of this sum is needed now to enable your orator to carry*ing* on the business of publishing books in raised characters for the use of the blind in the United States, and to maintain
5 itself in the prosecution of the charitable work it has undertaken.

But now, so it is, may it please your honors, that said defendant, notwithstanding its repeated promises, declines and refuses to comply with the obligation of its sacred trust, and is endeavoring on frivolous pretexts to evade the duty it has assumed and to retain the funds contributed by benevolent individuals for the benefit of the blind for its own selfish ends; and this, while publishing to the world that "the funds so generously contributed to a most worthy charity will be faithfully and honestly applied to the objects for which it was donated."

To the end therefore that the said defendant may, if it can, show why your orator should not have the relief prayed for hereby, and may upon the respective corporal oath of the president thereof, and according to the best and utmost of his knowledge, remembrance, information and belief, full, true and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written he is required to answer; that is to say:

1st. Whether Thomas A. Adams, president; Moses Greenwood, David Urquhart, R. M. Walmsley, W. H. Foster, John T. Hardie and R. H. Browne, trustees, did not publish a circular March 1st, 1876, hereto annexed and marked Exhibit A?

2d. Whether the said Thomas A. Adams in suit No. 1210, fifth district court, parish Orleans, entitled H. B. Foley vs. The Louisiana Board of Trustees, &c., did not state that the books of defendant showed that over fifty thousand dollars had been raised by subscription to establish the publishing house at Louisville, Kentucky, and that over twenty-five thousand dollars had been paid in; and that this appeared by said defendant's books in the year 1860?

3d. Whether in a suit, No. 8558, in the 6th district court parish of Orleans, entitled V. D. Depuy vs. Louisiana Board of Trustees of the American Printing House for the Blind, the defendant therein, being the defendant herein, did not expressly deny the allegation in the plaintiff's petition that twenty-five thousand dollars had not been raised within
7 seven years from the date of defendant's act of incorporation, and did not specially deny that the publishing house contemplated & described in said last mentioned act of incorporation was not established in nine years from the said act of incorporation?

4th. Whether the said defendant in the aforementioned suit did not file therein as evidence a formal demand from the board of the American Printing House for the Blind, said document being signed by William F. Bullock, president of the American Printing House for the Blind, and authorizing John G. Barret, treasurer, to present said demand?

5th. Whether John G. Barret, treasurer of the American Printing House for the Blind, did not formally make the demand upon the Louis-

iana Board of Trustees of the American Printing House for the Blind, subsequent to said 29th February, 1876?

6th. Whether said demand has been complied with in any manner whatever?

7th. Whether the sum of $30,200 (thirty thousand two hundred dollars), raised by contributions under the charter of the Louisiana.

8 Board of Trustees, is not now in the Louisiana Savings Institution, of which David Urquhart, one of the trustees of defendant, is president?

And that an account may be taken, by and under the direction of this honorable court, of such sums of money in defendant's hands and under its control, raised by contributions or otherwise, for the benefit of the American Printing House for the Blind at Louisville, Kentucky, in accordance with the charter of said defendant.

And that said defendant may be decreed to pay unto your orator the sum of $30,200 (thirty thousand two hundred dollars), and such other sums as may appear to this honorable court to be due your orator, with such interest as may appear to be due on an account rendered to this honorable court; and that your orator may have such further or other relief in the premises as the nature of the circumstances of this case may require and to your honors shall seem meet.

9 May it please your honors to grant unto your orator a writ of subpœna to be directed to the said Louisiana Board of Trustees of the American Printing House for the Blind, through its president, Thomas A. Adams, esq., thereby commanding said defendant, at a certain time and under a certain penalty therein to be limited, personally to appear before this honorable court, and then and there full, true, direct and perfect answer make to all and singular the premises; and further, to stand to, perform and abide such further order, direction and decree therein as to this honorable court shall seem meet.

(Signed) JOHN H. NEW,
Solicitor.

T. A. Adams to answer interrogatories 1, 2, 3, 4, 5, 6, & 7.

John H. New, being sworn, deposes and says he is the authorized agent of plaintiff herein, who is absent from the State; that the statements in the foregoing bill, so far as made from his own knowledge, are true, and those made from information he believes to be true & correct.

(Signed) JOHN H. NEW.

10 Sworn & subscribed to this 6th day of May, 1876, before me.

(Signed) F. A. WOOLFLEY,
Commissioner U. S. Circuit Court, District of Louisiana.

Exhibit A.—Attached to and filed with the foregoing bill, May 8th, 1876.

Copy of circular.

NEW ORLEANS, , 1876.

Mr. :

SIR: You made a donation to a corporation established for a charitable purpose, which donation was to be returned to you if a sum sufficient to accomplish the purposes of the corporation was not raised within a certain period.

This donation having been forfeited by the said corporation, we can recover it for you with interest, if you will sign and return the agreement hereto annexed.

Respectfully yours,

* * * * *

I promise and agree to pay fifty per cent. of any and all
11 amounts recovered by them for me from "the they to bear all costs and expenses of recovering said amounts. I authorize them to compromise my said claim before or after suit, if they deem said compromise for my interest and advantage.

DEAR SIR: The Louisiana board of trustees for the American Printing House for the Blind have learned, with surprise, that the above circular is being sent by a law firm of this city to persons who have contributed to the funds of the corporation, soliciting their signatures and authority to demand and receive back the funds thus donated for a great and noble object, the printing of books with raised letters for the blind.

Calling attention to the circular and noting that the name of the corporation is studiously omitted, the board of trustees deem it due to all who have contributed to the praiseworthy objects contemplated, to say that the trustees have faithfully carried out the objects of the donors as expressed in the charter:

12 "The object of this association and corporation shall be to raise funds for and otherwise aid in the permanent establishment and successful management at Louisville, Kentucky, of a publishing-house for the printing and publication of books in raised letters for the use of the blind in the United States."

Notwithstanding the war has interfered with the correspondence with various boards established for the common object in other States of the United States, the funds have been raised and the printing-house has been established at Louisville, Kentucky, and is engaged in printing, publishing, and sending forth books in raised letters for the blind. No portion of the money contributed has been misapplied. The trustees have carefully guarded and preserved the same, even during the period of the war, and they here assure the donors that all the funds they have so generously contributed to a most worthy charity will be faithfully and honestly applied to the objects for which it was donated.

13 THOS. A. ADAMS,
MOSES GREENWOOD,
DAVID URQUHART,
R. M. WALMSLEY,
W. H. FOSTER,
JNO. T. HARDIE,
R. H. BROWNE,
Trustees.

NEW ORLEANS, *March 1st*, 1876.

Subpœna in chancery.—Issued May 8th, 1876.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon the Louisiana Board of Trus-

tees of the American Printing House for the Blind, through its president, Thomas A. Adams, citizens of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America at a circuit court to be holden on the first Monday of June, 1876, then and there to answer a bill in chancery, filed against it, wherein the American Printing House for the Blind, a corporation created by an act of the legislature of the State of Kentucky, whereof William T. Bullock is president, citizen of the State of Kentucky, is complainant, and said Louisiana Board of Trustees of the American Printing House for the Blind is defendant.

14

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 8th day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the 100th year of American Independence.

[SEAL.] (Signed) F. B. VINOT,
D'y Clerk.

The defendant is hereby notified that it is required to enter its appearance in the clerk's office of the United States circuit court on or before the first Monday of June, 1876; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT,
D'y Clerk.

15

Marshal's return.

Received May 8th, 1876, by the U. S. marshal, and on the 9th day of May, 1876, served a copy of the within subpœna in chancery on Louisiana Board of Trustees, &c., through its president, Thos. A. Adams, by handing the same to him in person in this city.

(Signed) S. B. PACKARD,
U. S. Marshal,
By S. W. REED,
Deputy.

Entry at rules.—Extract from chancery order-book, June 5th, 1876.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

The defendant herein, by its solicitor, E. T. Merrick, has this day entered its appearance to complainant's bill.

Petition to be allowed to interplead, &c.—Filed July 3d, 1876.

United States circuit court. In equity.

16

THE AMERICAN PRINTING HOUSE FOR the Blind
vs.
THE LA. BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867.

To the hon. the judges of the circuit court of the United States for the fifth circuit and district of Louisiana:

The petition of Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper,

and the State of Louisiana, represented by the assistant att'y general, all citizens of the State of Louisiana, respectfully shows:

That they, with other parties represented by the undersigned, are interested in the subject-matter of this litigation and in the fund claimed by the complainant in his bill to an *an* amount exceeding $10,000, and that they are in jeopardy of losing their rights to the said fund.

Wherefore they pray to be allowed, on behalf of themselves
17 and all others having similar interests, to interplead herein, and to become parties to this suit as defendants to plaintiff's bill, and by bill, or cross-bill, or other appropriate pleading, to set forth their rights to the funds in the hands of the trustees, the defendants to the original suit.

And your petitioners pray for such order herein as may be just and equitable.

(Signed) RICHARDSON & MAGRUDER,
THOS. HUNTON,
Of Counsel.
HENRY C. DIBBLE,
Ass't Att'y Gen'l State of La.

Let the prayer of this petition be granted, and the parties be made as prayed for.

June 6, 1876.

(Signed) EDWARD C. BILLINGS,
Judge.

Entry at rules.—Extract from chancery order-book, July 3d, 1876.

THE AMERICAN PRINTING HOUSE FOR THE Blind
vs.
THE LA. BOARD OF TRUSTEES, &C. } No. 7867.

18 The complainant is hereby notified that Henry B. Foley, Valsin J. Dupuy, and Nathaniel Cropper, and the State of Louisiana, have this day appeared and filed their petition, and the order of this honorable court to be made parties to this suit.

Demurrer.—Filed July 3d, 1876.

U. S. circuit court, dist. of La.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867. In chancery.

This defendant, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill to be true in such manner and form as the same are therein set forth and alleged, doth demur thereto, and for cause of demurrer sheweth:

1st. That the said complainant hath not stated, nor shown by its said bill of complaint, any right, or title, or equity in and to said
19 supposed funds in the hands of this defendant.

2d. That there is a total want of equity in said bill of complaint

of said complainant, and the said allegations of said bill are insufficient to entitle the complainant to the relief and discovery prayed for.

Wherefore, and for divers other errors and imperfections, this defendant demands the judgment of this honorable court whether this defendant shall be compelled to make further answer to the said bill, or any of the matters and things therein contained, and prays to be hence dismissed with its reasonable costs in this behalf sustained.

(Signed) By MERRICK, RACE & FOSTER,
Def't's Solicitors.

I hereby certify that in my opinion the said demurrer is well founded in point of law.

(Signed) E. F. MERRICK,
Counsel for Def't.

Said Thos. A. Adams, being first duly sworn, on oath saith that said demurrer is not interposed for delay.

20 (Signed) THOS. A. ADAMS,
Pres't of Def't's Corporation.

Entry at rules.—Extract from chancery order-book, July 3d, 1876.

THE AMERICAN PRINTING HOUSE FOR THE Blind
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

The defendant, by his solicitors, Merrick, Race & Foster, has this day filed his demurrer to the complainant's bill.

Petition of American Printing House for the Blind, &c., to be made a defendant.—Filed November 21st, 1876.

In the circuit court of the United States for the district of Louisiana.
In chancery.

THE KENTUCKY BOARD OF TRUSTEES OF THE American Printing House for the Blind
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867.

To the honorable the United States circuit court for the district of Louisiana:

21 The humble petition of the American Printing House for the Blind, and the American University for the Blind, a corporation under and virtue of the act of the Congress of the United States of America, entitled "An act to provide for the creation of corporations in the District of Columbia by general law," approved May 5th, 1870, sheweth:

That the complainants in the above bill set forth a claim to a fund in the hands of the defendant, and that the said fund belongs to petitioners and is merely held by the defendant the trustees for the State of Louisiana and subordinate to petitioner.

Wherefore petitioner prays to be made a party defendant to the said

bill of complaint, and be allowed to plead, demur to, or answer the same and to file a cross-bill, and that the said plaintiffs and defendant be served with notice of the order that may be granted on this petition, and for general relief.

(Signed) SEMMES & MOTT,
Solicitors.

22 Robert Mott, being sworn, says that he is one of the legal firm of Semmes & Mott; that said firm have been employed by the American Printing House for the Blind and the American University for the Blind, to appear for them and file the foregoing petition, and that they have been informed and believe that the foregoing allegations in the foregoing petition are true.

(Signed) ROBERT MOTT.

Sworn to & subscribed before me this 21st day of November, 1876.

(Signed) K. LOEW,
Comm'r C. Court La.

Let the prayer of this petition be granted, and the petitioners be allowed to become parties to this suit.

November 21st, 1876.

(Signed) EDWARD C. BILLINGS,
Judge.

Motion & order.—Demurrer assigned for hearing.—Extract from the minutes, November term, 1876.

23 NEW ORLEANS, *Wednesday, November* 22, 1876.

Court met pursuant to adjournment.

Present, Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES, &C. } No. 7867.

On motion of Jno. H. New, solicitor for complainants, ordered that the demurrer in this cause be set down for hearing on 28th inst., at 11 a. m., and that defendants be notified hereof.

Rule & grounds.—Entered & filed Nov. 24th, 1876.

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES, &C. } No. 7867

On motion of John H. New, solicitor for complainant herein, it is ordered that the American Printing House for the Blind and Ameri-
24 can University for the Blind show cause, on Tuesday, 28 inst., at 11 a. m., why the order of the court allowing said corporation to become party herein should not be revoked and set aside, on the ground that such proceeding is irregular and unauthorized, and said petition sets forth no claim based upon any legal or equitable title which can be the object of opposition; 2, because there is no proper affidavit to such petition.

Marshal's return.

Received November 25th, 1876, by the U. S. marshal, and on the same day, month, and year served a copy of within rule on Semmes & Mott, named herein, by handing the same to Robert Mott.

New Orleans, November 25th, 1876.

(Signed) S. W. REED,
D'y U. S. Marshal.

Submission of demurrer.—Extract from the minutes, November term 1876.

NEW ORLEANS, *Wednesday, February 28th*, 1877.

25 Court met pursuant to adjournment.
Present: Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

The demurrer in this cause came on to be heard before the court.
Present: J. H. New, Thos. Hunton, Merrick, Race & Foster, & Richarson & Magruder.
And after argument of counsel the court took time consider.

Note of evidence.—Filed Feb'y 28th, 1877.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

Complainants move to file amended bill nunc pro tunc as of 1 Jan'y, 1877.
Complainants file motion to bring funds into the registry.
Answer of Foley & al. filed this day.

26 *Answer and cross bill of Foley et al.—Filed February 28th*, 1877.

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

The answers of Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper, and of Herman B. Magruder & Frank L. Richardson, agents and attorneys in fact of the several parties whose names are appended to this answer, Henry C. Dibble, ass't att'y-gen'l of the State of La., for the State of Louisiana and on behalf of all other persons having similar claims against the La. Board of Trustees and who may become parties herein, to the bill of complaint and amended bill exhibited by the American Printing House for the Blind, the complainant herein.

These defendants, saving to themselves all manner of exceptions
27 that may be taken to the said bill and amended bill, and to the errors and irregularities therein contained, for answer thereto or to so much thereof as they are advised it is material for them to answer,

now answering, say: That they admit that the American Printing House for the Blind, at Louisville, Kentucky, was duly incorporated as alleged by complainant.

These respondents are not informed as to the amount of money which was raised or received by the complainants at the several dates mentioned in the said amended bill, or at any other times. They do not admit the said allegations, but deny the truth thereof.

These respondents charge and allege that they contributed to their co-defendant, the Trustees of the Louisiana Board, the sum of money now in its hands and which is claimed by the complainant; that they made their several donations to the said corporation on the condition
28 that a publishing house for the blind of the United States should be established at Louisville, Ky., within nine years from the 3d day of January, 1859, as will appear from Exhibit A, filed herewith; and these respondents allege that the condition on which their several amounts shown in the paper annexed were subscribed and paid over to the trustees of the said Louisiana Board were not complied with, and that these respondents are entitled, therefore, to reclaim and recover from the said Louisiana Board the several amounts so paid and donated by them.

Respondents make this answer a cross-bill against the said American Printing House for the Blind, and against the Louisiana Board of Trustees of the American Printing House for the Blind, and pray that a subpœna issue herein commanding them to answer the allegations herein contained.

And respondents, your orators, pray that upon final hearing a
29 decree be rendered in their favor, or in favor of their said agent and attorneys, against the said Louisiana Board of Trustees for the amount of $30,200, donated by them under the conditions aforesaid; and they pray for such other and further relief in the premises as this hon. court is competent to give.

(Signed) RICHARDSON & MAGRUDER,
THOS. HUNTON, *Solicitors.*
HENRY C. DIBBLE,
Ass't Att'y Gen'l La.

Motion to pay funds into registry.—Filed & submitted Feb'y 28, 1877.

U. S. circuit court.

THE LOUISVILLE PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C., et als.

On motion of John H. New, solicitor for the complainant, & of Richardson & Magruder and Thos. Hunton, solicitors of H. B. Foley et als., and on suggesting that the defendant, The Louisiana Board of Trustees
30 for the Blind, has made a judicial admission that the funds in their hands, amounting to $, of right belongs to the complainant, or that the complainant is entitled to the same, and that there are no other parties or persons claiming the said fund in the hands of the said Louisiana Board than the complainant and the said Foley and others.

And further suggesting that the said funds are now on deposit in the New Orleans Savings Institution, and are liable to be lost, it is ordered

that the defendant, the said Louisiana Board, do pay into the registry of the court the said sum of $ admitted by the said board to be on deposit as aforesaid, under their control, within five days from this date.

Order, Demurrer overruled.—Extract from the minutes of March 14, 1877.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD OF TRUSTEES, &C. } No. 7867.

31 This cause came on to be heard upon the demurrer to the complainant's bill of complaint, and was argued by counsel. On consideration whereof the court finds that said demurrer is not well taken; it is therefore ordered that the same be overruled.

It is further ordered that the amended bill be considered as filed nunc pro tunc as of date Dec. 21st, 1876, and that defendants have leave to answer.

Amended bill.—Filed by leave of court nunc pro tunc as of date December 21, 1876.

To the judges of the circuit court of the United States for the fifth circuit and district of Louisiana:

The complainant herein amends the bill heretofore filed and makes parties to said bill, and to this amended bill, Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper, Herman B. Magruder, and Frank L.
32 Richardson, in their own right, and as agents and attorneys in fact of all parties preferring claims against the Louisiana board of trustees as subscribers to the funds of said board, contributed to aid in the establishment of the printing-house for the blind at Louisville, Kentucky, and Henry C. Dibble, assistant attorney-general of the State of Louisiana, all of said parties being citizens of the State of Louisiana, and against the American Printing House for the Blind and the American University for the Blind, a corporation under and by virtue of the act of Congress of the United States of America, entitled "An act to provide for the creation of corporations in the District of Columbia," domiciled in the city of Washington, and represented herein by Semmes & Mott, of the city of New Orleans, who have volunteered and prayed to be made a party to this suit; and therefore your orator complains and says:

33 That it was incorported by an act of the legislature of Kentucky in the year 1858, and by an act amendatory thereof of date April 3, 1861, as will appear by authentic copy of the act of the legislature of that State annexed to this bill, and marked Exhibit B, together with copy of said amendatory act of 1861.

That said act recites that whereas the State of Mississippi has by law made an appropriation of two thousand dollars to aid in establishing in Kentucky a national institution to print and circulate books in raised letters for the blind; and whereas said State has incorporated a board of trustees to receive said money, and twelve thousand dollars which have been subscribed for the aforesaid purpose by citizens of Mississippi, and to transfer said funds to said institution in Kentucky; and whereas it is anticipated that other States will make donations and

incorporate trustees to aid in their enterprise; and in pursuance of said recital and to carry out the purpose there set forth, your
34 orator was incorporated and effectually organized and put in operation as set forth in the original bill herein.

And your orator says that the Louisiana Board of Trustees of the American Printing House for the Blind set forth in the charter, by virtue of which it was organized, the following recital: "Whereas it is contemplated to establish at Louisville, in the State of Kentucky, a publishing house to print and publish books in raised letters for the use of the blind in the United States; and whereas, to establish said publishing house on a permanent basis and with sufficient capital, contributions from various States of the Union are anticipated; and whereas it is proper and just that a portion of said funds should be contributed by the citizens of the State of Louisiana, and believing the object to be worthy the consideration and liberality of a generous public, and desiring to co-operate in the accomplishment of the proposed enter-
35 prise, we, the undersigned citizens of Louisiana, do hereby associate ourselves together and constitute ourselves a body corporate under the provisions of an act of the legislature of the State of Louisiana, approved March 14th, 1855, entitled 'An act for the organization of corporations for literary, scientific, religious and charitable purposes;' and we do hereby agree to the following articles of corporation." And further your orator says that by the terms of said charter, article second, it was provided that—

"The object of this association and corporation shall be to raise funds for and otherwise to aid in the permanent establishment and successful management, at Louisville, Kentucky, of a publishing house for the printing and publication of books in raised letters for the use of the blind in the United States."

And by article 5 of said charter it was provided that—

"The trustees shall hold the funds and properties of the cor-
36 poration for the purposes thereof, and until the sum of twenty-five thousand dollars is raised in this and other States of the Union the same may be safely invested at the discretion of the trustees; that so soon as the trustees are officially informed by the trustees of the American Printing House for the Blind, at Louisville, Kentucky, that the sum of twenty-five thousand dollars has been raised, they shall then remit the funds and properties received by them to said trustees at Louisville, in such sums as may from time to time be required to establish and carry on said publishing house; provided that should said sum of twenty-five thousand dollars not be raised within seven years from the date of this incorporation, or said publishing house not be established within nine years from said date, then the donations and contributions received, together with the interest thereon accrued, after deducting expenses of the incorporation, shall be returned to the contributors and donors thereof."

37 As will appear by copy of said charter annexed to and made part of this bill, and marked Exhibit C.

Now your orator says that the conditions on the accomplishing of which the funds raised and to be raised by the said Louisiana Board of Trustees of the American Printing House for the Blind were to be remitted to your orator have been fulfilled as therein required, and said Louisiana board of trustees officially informed thereof; that the sum of twenty-five thousand dollars was raised within seven years from the date of the incorporation of said Louisiana board, and the publishing house for printing books in raised characters for the use of the blind was es-

tablished and in successful operation within nine years from the date of the incorporation of said Lonisiana board, said board having been incorporated in 1859.

That said sum of twenty-five thousand dollars was raised in the manner and at the times following, to wit:

38 In 1858 the Mississippi board had raised ($14,000) fourteen thousand dollars.

In 1862 there was in the hands of the Louisville board ($17,000) seventeen thousand dollars.

In 1865 the Kentucky board had raised by subscription ($7,417.75) seven thousand four hundred and forty-seven $\frac{75}{100}$ dollars.

In 1865 the State of Kentucky passed an act appropriating annually to your orator five dollars for every blind person in the State according to the United States census. There were by the census of 1860 (644) six hundred and forty-four blind persons in the State, and the amount from the State of Kentucky in that and each subsequent year was ($3,370.00) three thousand three hundred and seventy dollars.

Tennessee in 1858 made an appropriation by act of legislature of two thousand dollars ($2,000), and an annual appropriation of ten dollars for every blind person in the State according to the United States

39 census. There were (554) five hundred and fifty four blind persons in Tennessee by the census of 1860, and that annual appropriation amounted by January 1, 1866, seven years after the passage of the act, at which time it was not repealed, to ($38,780.00) thirty-eight thousand seven hundred and eighty dollars.

Further your orator says that on the 12th February, 1858, the trustees, named in the charter before mentioned, met in Louisville, Kentucky, and elected officers, and that ever since that time stated meetings have been regularly held by said board. That in 1863 a printing press, paper, and other materials for printing were purchased, and in 1864 permanent rooms were secured for the use of the work of your orator from the trustees of the Kentucky Institution for the Education of the Blind, and since 1863, and within the nine years from the charter of the Louisiana board of trustees, your orator has printed over (10,000) ten thousand copies of over 40 different books for the use of the blind.

40 Further your orator says that it has expended over ($30,000) thirty thousand dollars in printing books for the blind; that it has a steam-engine, a well appointed printing establishment, with type and presses, a complete apparatus for stereotyping and binding, complete in all its departments, and the quality of the work executed by your orator is unsurpassed in America or Europe, as is manifested by the medal of merit awarded its books at the World's Fair in Vienna, as will more fully and at large appear by the annual reports of your orator annexed to and made a part of this amended bill, and marked Exhibit E, F, G, H, I, K, and L, beginning with the year 1866.

To the end, therefore, that your orator may have that relief which he can only obtain in a court of equity, your orator prays a decree may be rendered in accordance with the prayer in the original bill, and

41 that your orator may have such further or other relief in the premises as the nature of the circumstances of this case may require, and to your honors shall seem meet.

May it please your honors to grant unto your orator a writ of subpœna to be directed to the said Louisiana Board of Trustees of the American Printing House for the Blind, through its president, Thos. A. Adams, and further writs of subpœna to be directed to each of the before mentioned defendants, commanding them and each of them, at a certain

time and under a certain penalty therein to be limitted, personally to appear before this honorable court, and then and there full, true, and perfect answer to make to all and singular the premises, and further to stand to, perform, and abide such further order, direction, and decree as to this honorable court shall seem meet.

(Signed) JOHN H. NEW,
Solicitor.

John H. New, being sworn, deposes and says he is the author-
42 ized agent of the plaintiff herein, who is absent from the State; that the statements in the foregoing bill, so far as made from his own knowledge, are true, and those made from information he believes to be true and correct.

(Signed) JOHN H. NEW.

Sworn to and subscribed to this day of , 187 .

Service accepted for the Louisiana Board of Trustees for the Printing House for the Blind.
Dec. 21, 1876.

(Signed) MERRICK, RACE & FOSTER,
Sols.
HENRY C. DIBBLE,
Asst. Att'y Gen'l La.

Service accepted for the donors represented by us.

(Signed) THOS. HUNTON,
RICHARDSON & MAGRUDER,
Solicitors.

Answer.—Filed April 2d, 1877.

Circuit court of the United States for the district of Louisiana.

43 In chancery.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867.

The answer of the Louisiana Board of Trustees of the American Printing House for the Blind to the original and amended bill of complaint exhibited by the said American Printing House for the Blind, the complainant herein.

This defendant, saving and reserving to itself all and all manner of exceptions that may be taken to the manifold errors and imperfections of the said bill of complaint as amended and therein contained, for answer thereto, or so much thereof as they are advised that it is material for it to answer, says: That it admits that Document C, annexed to said amended bill of complaint, is a substantial copy of defendant's charter,
under which it has been incorporated, organized, and continues
44 to act, and this defendant alleges that the said act of incorporation consists of eight sections and other provisions besides those set forth in said bill of complaint as amended, and this defendant makes the whole of said act of incorporation a part of this answer, and relies

upon the whole of said act and the act of the legislature of Mississippi as well as the act of Kentucky of 1858, and not isolated extracts from defendant's charter, as showing the intent, meaning, and purposes of the said act of incorporation and the powers thereby conferred; and while the extracts from said act of incorporation made in said bill of complaint are substantially set forth, they are limited and explained by the other portions of said act of incorporation and the contemporaneous acts aforesaid.

This defendant, further answering said bill and amended bill, says that it was informed about the year 1860 or 1861 by D. Sherrod, who was acting for this defendant, for the original corporation created by the State of Kentucky in 1858, and for the Mississippi
45 board of trustees, in concert, to collect funds to carry into effect the common object of these three corporations, who were desirous of establishing a printing house for the purpose of printing books for the blind in raised letters, and for the common and mutual control of the funds; that $25,000 was raised, $16,136.22 being raised in this State; that the intention was one in common between these three State corporations and such others as might come into the measure, and that the advantages to accrue to the blind in each State was to be in proportion to the amount of funds respectively raised by each, and the control to be vested in the presidents of the three and such other similar boards as might join them; that as it respects the printing house for the blind, an agent of the complainant has informed this defendant that a house was established which could fulfill the conditions within the nine years; yet, on the other hand, the said assurances given this defendant
46 by said original corporation called the American Printing House for the Blind, as well as by the present complainant, have been denied by the State of Louisiana and a number of the other contributors to said fund of $16,136.23, and they have demanded from this defendant the return of the amounts contributed by them and accumulated interest thereon, on the ground that said sum of twenty-five thousand dollars was not raised and said printing house was not established within the periods mentioned in this defendant's charter, and several suits have been instituted against this defendant to recover back the contributions made to this defendant and interest thereon, on account of the failure of said conditions, and because said complainant is not the American Printing House for the Blind originally contemplated by defendant's original charter, and that the following are some of said suits so brought against this defendant, viz:

The suit of Nathaniel Cropper against this defendant before the
47 1st justice of the peace in and for the parish of Orleans, for the sum of $50 and a large amount of compound interest.

The suit of Louis Bush against the same, before the same magistrate, for $40 and a large amount of compound interest, amounting to, say, $91.20, the plaintiff Bush since then agreeing to dismiss this suit.

The suit of Gellis & Ferguson vs. this defendant, in the fifth district court for the parish of Orleans, for the sum of $100 and $160 interest, being No. 7177 of said last-mentioned court, said Gillis & Ferguson have also agreed to dismiss.

The suit of Henry B. Foley against this defendant, in the same court, for the sum of $100 and $160 interest, being No. 7210, which has been dismissed by the judgment of said court.

The suit of Valsin J. Dupuy against this defendant, in the sixth district court for the parish of Orleans, for the sum of $100 and $154 interest, being No. 8588 of said last-mentioned court.

48 And the suit of the State of Louisiana against this defendant, in the superior district court for the parish of Orleans, for $2,000 with interest compounded at six per cent. per annum from the 10th day of March, 1860, until paid, being cause No. 27015 of the same court, in which last-mentioned suit an injunction has issued restraining this defendant from paying over the sum of $2,000 and interest to any other person or corporation, and that Messrs. Richardson & Magruder claim to represent about one hundred others, who, they say, claim a return of the money and interest.

This defendant, further answering, says that it admits that an act of incorporation was passed by the legislature of the State of Kentucky, in the year 1858, which was approved about January 26th, 1858, incorporating a body composed of James Gutherie, William F. Bullock, Theodore S. Bell, Brice M. Patton, John Milton, H. T. Curd, and A. O. Brannin and their successors, called the American Printing
49 House for the Blind, and says that it was expected that arrangements would be made with said last mentioned corporation for the transfer of funds to it from time to time by this defendant, so that the blind resident in the State of Louisiana should receive their full share of the benefit to be derived from the funds contributed, and this defendant have its proper control over the funds, and to this end it was provided by said act of the Kentucky legislature of the 26th January, 1858, that the presidents of the State boards of trustees constitute ex officio a board of visitors of said corporation, with the powers hereinafter more fully set forth, and it was on the faith of this provision in the act of incorporation that this defendant undertook to obtain, and did obtain, the donations hereinafter mentioned; and this defendant denies that document B annexed to complainant's bill is a true copy of said original act of incorporation, and insists upon the production of
50 the original act of incorporation of said legislature of Kentucky of January 26th, 1858, which consisted of twelve sections, and which contemplated the co-operation and joint control of the board of trustees of the Mississippi corporation, and this defendant and other State auxillary societies in the United States of America, and not of any other American States, and that joint control of all the auxiliary societies, including said original American Printing House for the Blind, and that the city of Louisville was selected for the convenience of all, and not for the purpose of enabling the State of Kentucky to take charge of the funds by means of amended charters, and that the primary object and end in view was to provide the means for the printing of books in raised letters for the blind, which was to benefit the blind of each State to the extent of the fund contributed by the auxillary boards, and thus advantage to the blind people of Louisiana, under the joint control of the boards, was to be the consideration for the money and means
51 raised, and that the subsequent act or acts of the State of Kentucky under which complainant's acts created or creates another corporate body composed of a different set of trustees, viz, James Guthrie, William F. Bullock, Theodore S. Bell, Bryce M. Patton, William Kendick, John G. Barret, and A. O. Brannin and their successors, and the same is thereby controlled by a different and larger board of visitors, and said subsequent acts of the legislature of Kentucky are violations of the original understanding with the auxillary boards at the time this defendant's corporation first came into existence, and said acts take from this defendant and the other original boards the control they were entitled to exercise over their own funds and place the same under the control of other persons not instrumental in raising said funds.

namely, the right of visitation, instead of being left to the presidents of the State board of trustees as was given by the act of the 26th January, 1858, as will be hereafter shown, was given to governors of States
52 of America contributing the smallest aid in sustaining the printing house, and superintendents of institutions devoted exclusively to the education of the blind, and State auxillary boards, thus taking away from the auxillary boards the clear power which they held of protecting the funds, and in other respects lessened the security of the funds, all of which and other differences are more particularly pointed out in a brief published by Messrs. Richardson & Magruder, and Thos. Hunton, of counsel for certain donors, defendants in this case, on pages two, three, four, and five of the said brief, and said pages are referred to and made part of this answer as Exhibit——.

This defendant, for a further explanation, says that the original charter for the American Printing House for the Blind, approved January 26th, 1858, contained the following recital:

"Whereas the State of Mississippi has, by law, made an appro-
53 priation of two thousand dollars to aid in establishing in Kentucky a national institution to print and circulate books in raised letters for the blind; and whereas said State has incorporated a board of trustees to receive said money, and twelve thousand dollars which have been subscribed for the aforesaid purpose by the citizens of Mississippi, and to transfer said funds to said institution in Kentucky; and whereas it is anticipated that the other States will make donations and incorporate trustees to aid in said enterprise, and the same act, after making various other provisions, the seventh section of said act contained the following to this defendant important provisions, viz:

"Every school for the blind located in a State whose legislature or citizens contribute to the funds of the American Printing House for the Blind, shall, in proportion to the funds contributed, be entitled to copies of every book published by said house, to be distributed gratuitously to such blind persons as are unable to purchase them. And the su-
54 perintendents of said schools shall be required to report to the trustees of said house the names and residences of all persons to whom books may be thus distributed. The prices of the books published by this institution shall be made so low as merely to cover the cost of publication and other incidental expenses of the institution."

The tenth section of said act of 26th January, 1858, is as follows:

"The presidents of the boards of trustees shall, ex-officio, constitute a board of visitors, each member of which shall, at all times, be authorized to visit the printing house, examine the books, and investigate the proceedings of the trustees; and the president of the oldest State board of trustees shall, at a written request of a majority of the visitors, call a meeting of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution; and in case they shall find that said board, or any member thereof, has mismanaged the affairs of said institution, by malfeasance in office or neglect
55 of duty, they may, a majority of three-fourths of all the members concurring, declare the office or offices of said trustee or trustees vacant, and proceed to fill such vacancy, by election, from the citizens of Louisville or its vicinity. Notice of all meetings of the board of visitors shall be sent by mail to all the presidents of the State boards, and to all the trustees of the printing house, at least one month before the time appointed for said meetings."

This defendant, further answering, says that by a subsequent act of

the legislature of the State of Kentucky, the said act was amended, or in fact a new act of incorporation was passed, by which said provision for a board of visitors was changed so that the act of incorporation and corporation which existed in 1858 and 1859 in effect no longer exist, to which it was contemplated that the said funds, to be collected by this defendant, should go under the aforesaid control, and it was not contemplated that said funds should be placed entirely beyond the control of the co operating corporations, who were to have the right
56 of visitors of said Kentucky corporation, as shown by said tenth section of said act, and, the said funds cannot and ought not to be delivered to the complainants without the consent of the defendant, and some control by or conditions to be imposed by this defendant upon the disposition and management of said fund; and thus defendant avers that it is at liberty to make its own bargains for obtaining books printed in raised letters for the blind of Louisiana without any let or hinderance from the present complainant.

This defendant, further answering, says that a corporation domiciled in the District of Columbia, and known as the Board of Regents of the American Printing House for the Blind, and the American University for the Blind, claims to have some interest in the funds in the hands of this defendant, and they say complainant is without any right, and have petitioned this court in this case, under the name of the "Amer-
57 ican Printing House for the Blind and the American University for the Blind," to be admitted as a defendant to this suit; and that said last mentioned corporation, through its agents, have denied the right of the said complainant to said funds, and claim that said fund of right ought to be delivered to said corporation domiciled in said District of Columbia; that recently at a meeting held at the city of Washington, among other matters, their supposed rights and the want of right on the part of complainant were briefly set forth, as will appear by reference to Exhibit , which is a notice taken from the The Union, a newspaper printed and published in the city of Washington, in said District, December 23, 1876, said exhibit being referred to as a part of this answer.

And this defendant, further answering, says that its president has been credibly informed and believes, and the same is hereby alleged, that some contract, agreement, or understanding has been entered
58 into between the complainant, its agents or solicitors, or some of them, and the counsel who appear in this case to represent the donors, who are demanding the said funds, by which, in the event of the success of any of said confederates, the funds are to be divided between them, and said complainant has, through its agents and attorneys, connived at and acted in concert with said donors, to the great detriment of said funds and the vexation and harrassing inconvenience to the officers and counsel of this defendant, by which conduct said complainant has shown itself utterly unworthly of the management of the funds in this defendant's hands.

And this defendant, further answering, says, that it admits that after the said 29th day of February, 1876, the resolution of said complainant's present corporation, a copy of which is contained in exhibit two, made a part hereof, was delivered to this defendant, but this defendant, and so the fact is, that said resolution claiming that said complainant
59 was the same corporation created by said act of 1858, together with the positive and solemn assurances of complainant's agent, Barrett, to the same effect, made to his attorneys and agents, in error or fraud, misled this defendant's counsel, and under the erroneous impres-

sions so produced by complainant, admissions were made in said suits brought against this defendant by said Foley and Dupuy respecting the complainant's rights, both by exceptions and the answers of the president of the board to interrogatories on facts and articles, which said admissions are not binding on this defendant by reason of such error; and this defendant now admits that such erroneous admissions, superinduced by complainant's conduct, were made as alleged in complainant's said bill of complaint.

This defendant has no further information as to the amounts raised in the other States except Mississippi and Kentucky and Tennessee than stated by the bill and complainant's agents, but this defendant
60 believes from such a statement that it is true as alleged, that the funds mentioned in the bills were raised, but as the facts are disputed by said Henry Foley, Dupuy, and other donors, it, this defendant, requires proof of the same.

This defendant has no knowledge of how much money the plaintiff has expended, and cannot admit said complainant's allegation that it has expended $30,000 or any other particular sum of money further than complainant has had books to sell and has sold books to this defendant, and the printing of books for the blind would necessarily imply a considerable expenditure of money.

This defendant, further answering, says that it admits that under its charter, as it had a right to do for the benefit of the blind of Louisiana, it has accumulated a fund of $30,200, but that said sum has been and is subject to charges occasioned by the unjust litigation brought
61 about by parties who have written to the donors and persuaded them to bring said suits against this company, and by complainant, who has countenanced and abetted said litigation and has also brought this vexatious suit, but this defendant says that finding an admirable and safe opportunity of accumulating said fund which, by interest alone has since the war been increased from to $30,200, it has availed itself of the same and safely brought the fund through the war without the slightest loss.

This defendant, further answering and for further explanation, says that it has been informed and believes that the sum of twenty-five thousand dollars was raised as early as the first of January, 1861, by the said Mississippi and Louisiana corporations and said original American Printing House for the Blind under their then acts of incorporation, which made the said donations absolute, and it so appears from a
62 report of D. Sherrod, the agent, and it is so entered; but as this fact is strenuously denied by certain of the donors, this defendant will require strict proof of this fact.

This defendant, further answering, says that it has been informed, as already stated in this answer, by the agents of the present so called American Printing House for the Blind, that they have established a printing house for the blind within nine years, viz, in 1866, and that they have printed certain books, some of which they have sold to this defendant for money which was paid them for the books so bought, but this defendant denies that said house was established on the faith of the co-operation of this defendant and said Mississippi auxiliary board, but was established after the principal amendments to said original Kentucky charter, changing the same into a new corporation, and after this defendant had been thereby deprived of its proper control over whatever funds it should place at the disposal of the said virtually new
63 corporation and without reference to this corporation, and it was only after fifteen or sixteen years had elapsed that the present

Kentucky corporation, the complainant, had set up this new claim to the fund, and during all that long period this company has not admitted any right in the Kentucky corporation to demand the fund, nor has any claim been made by them for said fund until after the 29th day of February, 1876, by the notification to this defendant of said resolution, which falsely assumed that the complainant was the same corporation as organized by the legislature of Kentucky in the year 1858.

And this defendant, further answering, says that it denies the charges of said bill of complaint, and the same are wickedly untrue, that this defendant is keeping the said funds for any selfish purposes; on the contrary, the funds received by this defendant have been most carefully protected and managed, and the same have been place' in one of
64 the safest institutions of this city, and they have been so well managed that from the close of the war the sum of $16,977.65 has been increased without any donations, and by compound interest alone, to $30,200, and so long as the Louisiana Savings Institution of New Orleans was willing to allow the interest it did, it seemed advisable for the interest of the blind of Louisiana that the fund should be augmented until it became sufficient to justify such application of it as would most effectually carry the wishes of the donors for the benefit of the blind in Louisiana into certain effect; that D. Sherrod, the former agent of the State boards, who seems to have been better informed than this defendant, had shortly after the war informed this defendant that the present complainant had no right to a claim on the funds; but the agent of said complainant in 1876 disparaged said Sherrod's statement, and induced, by his erroneous representations, said admissions; and now, in
65 answer to the interrogatories propounded to this defendant—

To the first interrogatory to be sworn to by Thomas A. Adams, defendant says: That this defendant, having been erroneously assured as so aforesaid, that the said complainant was the same corporation as was created in 1858, said Thomas A. Adams, Moses Greenwood, David Urquhart, R. M. Walmsley, W. H. Foster, John T. Hardie, and R. H. Browne, in order to prevent a waste of the funds by fruitless litigation, and to counteract the effect of the circular issued by a firm of this city to the donors, and therein profering to conduct the litigation against this defendant without cost to said donors, and with which parties, or some of said parties, said complainant has been conducting this litigation for their mutual profit, did issue said circular to be sent to the donors of said funds.

To the second interrogatory this defendant, answering, says: That said Thomas A. Adams, among other things, answered in said
66 suit of Henry Foley "that in 1860 D. Sherrod acted as the general agent of the corporations to collect funds on behalf of said corporations from States and individuals for the purpose of said corporations; that in the year A. D. 1860, as it appears from the books of this defendant, said Sherrod reported that there had been raised by subscription over fifty thousand dollars to establish said publishing house at Louisville, Ky., and that over twenty-five thousand dollars had been paid in."

To the third interrogatory defendant, through its president, answers and says: That the admission in said exception in the case of Dupuy vs. the defendant, in the 6th district court, were not in the precise form given by complainant in this interrogatory; and if there is any admission of the complainant's right as against this defendant, it was made under the erroneous impression produced by complainant's agents. The admissions made in said Dupuy suit are contained in Exhibit one,

67 and none other were made, and said exhibit is made a part hereof.

To the fourth interrogatory this defendant answers in the affirmative. It is the same document shown by Exhibit , claiming to be organized under said original act of 1858.

To the fifth interrogatory, defendant answers: That the complainant made such demand as mentioned in this interrogatory.

To the sixth, defendant answers: That this defendant did not, for the reasons at large set forth in this answer to the bill and amended bill, comply with the demand made by said Barrett.

To the seventh interrogatory, this defendant, answering, says: The original subscriptions, amounting to $16,136.23, were deposited in the Louisiana Savings Institution, then as now esteemed as one of the most reliable and solvent institutions in the United States; that this defendant, probably on account of the charity under its management, was enabled to obtain the most favorable interest for so large a sum, and the same has accumulated since the war until principal and interest
68 have reached the respectable and available sum of $30,200, which may have been reduced for some small bills of cost, and is subject to a further reduction for attorney's fees and costs growing out of the vexatious litigation commenced against it by said donors and complainant. No part of said fund has been used by any trustee, and whatever has been made is still in said savings bank, save for the expenses paid out.

And this defendant denies all manner of unlawful combination and confederacy wherewith it is of said bill charged; without this, that there is any other cause, matter, or thing in said complainant's said bill of complaint contained material or necessary for this defendant to make an answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided and denied, is true to the knowledge and belief of this defendant; all which matters and
69 things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct; and humbly prays to be hence dismissed with reasonable costs.

(Signed) JOHN A. CAMPBELL &
MERRICK, RACE & FOSTER,
Solicitors.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } 7867.

COMMONWEALTH OF LOUISIANA,
Parish of Orleans:

On this 2d day of April, 1877, before me, personally appeared Thomas A. Adams, in his capacity of president of the "American Printing House for the Blind," and made oath that he has read the foregoing answer subscribed by him and knows the contents thereof, and that the same is true of his own knowledge, except as to matters which are therein stated to be on his information and belief, and as to those matters he believes them to be true.

(Signed) THOS. A. ADAMS,
President.

70 Sworn to and subscribed before me this 2d April, 1877.

(Signed) F. B. VINOT,
U. S. Comm'r.

Exhibit One.—Filed with answer April 2d, '77.

(Copy.)

Fifth district court.

HENRY B. FOLEY
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7210.

To the interrogatories on facts and articles propounded by the plaintiffs to Thomas A. Adams, president of said board of trustees, the said Thomas A. Adams comes, and answering under oath in answer to the first interrogatory, saith: That at the time the company of the defendant was created into a corporation under the laws of Louisiana there was established, or about being established, a corporation in the State
71 of Kentucky under the name and style of the American Printing House for the Blind for the purpose of printing books with raised letters for the use of the blind; that for the purpose of carrying into effect the objects and purposes of said company other corporations were or had been created or expected to be created auxiliary to said American Printing House for the Blind; that a corporation was created by an act of incorporation for the same object by the State of Mississippi among other things, that "Whereas it is contemplated to establish at Louisville, Kentucky, a publishing house to print books in raised letters for the use of the blind in the United States, and whereas to establish said publishing house upon a permanent basis and with sufficient capital, contributions from various States of the Union will be necessary," and giving the name of "the board of trustees to aid in establishing a publishing house to print books for the benefit of the blind"; that in 1860 D. Sherrod acted as the general agent of the corporations to col-
72 lect funds on behalf of said corporations from States and individuals for the purposes of said corporations; that in the year 1860, as it appears from the books of defendant, said Sherrod reported that there had been raised by subscription over fifty thousand dollars to establish said publishing house at Louisville, Ky., and that over twenty-five thousand dollars in money had been paid in; that among the documents on this subject in the archives of this company is a report of said Sherrod, general agent, printed in Louisville in the year 1860, containing a list of subscriptions for the said object in the States of Kentucky, Mississippi, and Louisiana, excluding the amounts raised in Tennessee and other States of the Union amounting to fifty-three thousand four hundred forty-five $\frac{80}{100}$ dollars; that in this report of said general agent affiant finds the name of H. B. Foley,
73 of Assumption Parish, for the sum of one hundred dollars subscribed and paid, which affiant believes to have been subscribed by the plaintiff, but he has no other proof than said report, which, as a whole, shows said sum of $53,445.80 had been subscribed as aforesaid in said three said States above. Affiant is unable to state how much of said hundred dollars was actually paid over by the agents of the defendant, nor at what time, if ever, as there were expenses to be deducted, and affiant does not believe that over eighty-five or ninety dollars of said contribution was, after deducting expenses, paid over to this institution to be deposited in bank on interest; that

affiant, being merely an officer of the company, answers this interrogatory as required from documents and books of the corporation.

It is impossible for affiant to state the time when said money was intrusted to the corporation or its agent further than is shown by
74 said report, and affiant has not the means of personally knowing the day the same deposited in the New Orleans Savings Institution, if deposited at all, as the deposits were made relatively to the subscriptions in considerable sums, mostly during the year 1860, so that in 1861 the deposits amounted to $16,136.23, and with interest $16,977.05.

To the second interrogatory, said Thomas A. Adams answering, says: That he has not sufficient information at this time to answer this question if it implies all the funds received by agents, as certain commissions were allowed agents, and one of the agents, D. Sherrod, was at that time a general agent of the American Printing-House for the Blind, as well as for the Louisiana and Mississippi corporations having the same common object, and collections were made from other contributors that were a large number of subscribers to the funds to be entrusted to defendant, and some expense was occasioned in making the col-
75 lections; that the agents after collecting the money were allowed to retain compensation at different rates per cent.; that by 1861 the subscriptions were reported at $22,701.80, and sixteen thousand one hundred and thirty-six $\frac{27}{100}$ dollars, after deducting expenses, had been actually deposited in said savings institutions; assuming that salaries allowed the agents were the equivalent to fifteen per cent., the sums received in money must have been, say, $18,072 by the beginning year 1861; of course this does not include the subscriptions and collections made by other corporations.

To the third interrogatory, affiant answering, says: At this time it is impossible to say how much was allowed each of the agents, but since the money was deposited in the bank the funds have been managed with the expenditure of only $1,596.12, including about five hundred dollars expended for the purchase of some books for the blind, except some counsel fees which are yet to be paid and have not been liquidated.

The officers and trustees of the corporation have done their duty
76 faithfully without any cost to the company, and have furnished a place of meeting for the transaction of business gratuitously.

To fourth interrogatory: The money not used in compensation of agents, and perhaps some trifling expences for books, &c., was deposited in the New Orleans Savings Institution for the purposes required by the act of defendants' corporation, and the conditions having been complied with, as affiant is informed, said fund became subject to the claim of the American Printing-House for the Blind established at Louisville, Ky. The most of the funds were deposited in 1860, and it would seem from the books that a small amount was deposited in 1861. The bank at that time allowed six per cent. interest from Nov., 1862, to Nov., 1866, a period of four years; during the war no interest was allowed. At present on the bank book there appears to be principal and interest due on the 16th Feb., 1876, $30,200.78, but the said institution has now
77 given information that hereafter it can only allow four per cent. interest, and the said American Printing House for the Blind have notified the defendant that the conditions were performed, and that they are required to pay over the funds to them, and the State of Louisiana has enjoined defendant from paying over two thousand dollars of said funds, and accumulated interest thereon for said American Printing House for the Blind. Claim has also been made on said fund by an institution for the blind at Washington, D. C.

To the fifth interrogatory, affiant answers there was no agreement made with said bank called the New Orleans Savings Institution, but the deposits were made upon the same terms and conditions of other deposits. The bank-book had annexed to it certain by-laws by which the depositors were to be paid such interest as the profits of the institution would allow on all sums over five dollars which had been de-
78 posited six months next previous to the first days of May or November. In this case affiant understands that six per cent. interest compounded semi-annually has been allowed by said bank, except during the period of the war; at all events the balance of $30,200.73 stands on the bank-book, which said American Printing House claims must be paid over to it according to the acts of incorporation.

(Signed) THOS. A. ADAMS.

Sworn to & subscribed before me this 13th March, 1876.

WM. H. HOLMES,
Second Justice of the Peace, Parish of Orleans, La.

Exhibit two.—Filed with answer April 2d, '77.

(Copy.)

At a meeting of the board of the American Printing House for the Blind, on the 29th day of Feb., 1876—present, Messrs. Bullock, Bell, Barret, Sherly, and Kendrick—the following resolutions were unanimously adopted:

Whereas the American Printing House for the Blind, incorpo-
79 rated by an act of the legislature of the State of Kentucky the 23d day of January, 1858, has now, and has had since 1st day of May, 1876, more than twenty-five thousand dollars in actual subscription; and whereas, by the charter of the auxiliary institution in the State of Louisiana, it is provided that the funds raised in that State shall not be paid to the board of the American Printing House for the Blind until officially notified of the fact that the sum of twenty-five thousand dollars has been subscribed, as aforesaid: now—

1. Therefore, be it resolved that this board notifies the Louisiana board that said sum of twenty-five thousand dollars has in fact been raised by the American Printing House for the Blind, and is now being appropriated to the uses and purposes contemplated by the charter of said institution.

2. That John G. Barret, esq., treasurer, be, and he is hereby, authorized to present the foreging resolution to the Louisiana board,
80 respectfully requesting their co-operation, as contemplated in their original charter, with the American Printing House for the Blind.

W. T. BULLOCK,
President of the American Printing House for the Blind.

Attest

B. B. HUNTERED,
Sec't.

Exhibit three.—Filed with answer April 2d, '77.

(Extract from The Union, a newspaper printed at Washington, Dec. 23d, 1876.)

THE NATIONAL INSTITUTION FOR THE BLIND—MEETING OF THE BOARD OF REGENTS—ELECTION OF OFFICERS—A SKETCH OF THE ORIGIN AND OBJECT OF THE ORGANIZATION.

The board of regents of the above institution held their annual meeting last Saturday at the office of the president, Prof. Walter S. Cox, and elected officers and executive committee for the current
81 year, as follows: Walter S. Cox, president; Hon. Hernando D. Money, vice-president; R. M. Hall, secretary, and John Van Riswick, treasurer. Executive committee: Hon. Hernando D. Money, Prof. Walter S. Cox, G. W. Sampson, D. D.; R. M. Hall, esq.; Prof. Z. Richards, John Van Riswick, esq.; Hon. A. S. Solomon, S. S. Mitchell, D. D., and Mills Dean, esq.; Senator Henry L. Dawes was elected a member of the board. The general agent reported progress in the work, and submitted his accounts. This national effort in the educational interest of the blind originated many years since in the State of Mississippi. Hon. Wm. L. Sharkey and other distinguished gentlemen were incorporated a board of trustees of a publishing house for the blind, to print books in raised letters for the use of the blind of the United States, who commissioned Dempsey B. Sherrod general agent, with authority to organize co-operative boards in other States, and among such boards one was established at Louisville, Ky., certain conditions having been
82 made by which that city might have become the location of the printing house. As the conditions were not met, it became necessary to repeal the same, and the American University was added to the franchise of the corporation, and the dual institution was duly located in the District of Columbia, and a national board was incorporated under the name of the Board of Regents of the American Printing House for the Blind and the American University for the Blind, and subsequently the legislature of the District of Columbia authorized the above board to establish an elementary school, to be known as the Columbia Institution for the Blind. This good cause has been kept before Congress and the public for the purpose of obtaining the means essential to provide a substantial literature and instruction in the higher branches adapted to the exigencies of the blind. This enterprise is properly incorporated and organized, and the franchise placed in
83 the hands of responsible and distinguished gentlemen of well-known integrity. The organization rests upon a national basis, and a gain the attention of Congress and the public is invited to its importance and necessity in ameliorating the condition of such unfortunates.

Exhibit four.—Filed with answer April 2d, '77.

Superior district court in and for the parish of Orleans, Louisiana.

STATE OF LOUISIANA
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind.

Extract from brief of plaintiff, Richardson & Magruder and Thos. Hunton, of counsel.

The American Printing House for the Blind, designed by the char-

ter of the Louisiana board does not exist, and cannot be made a
84 party, for the following reasons:

1. The charter of the 26th of January, 1858, of the American Printing House has been changed materially and its original provisions obliterated by an act of the legislature of Kentucky, passed April 3d, 1861, amending the original act in this: By section 1 of the original charter of the Kentucky house, the books were to be printed for the blind of the United States. This limitation is excluded in the amended charter. (See section 1 of amended charter.)

2. See section 6 of the original charter provides that a list of books shall be made out by the superintendents of State institutions for the blind; but the amended charter, section 6, says that the superintendents of institutions for the blind in North America shall make them out. (See section 6 of original charter and section 6 of amended charter.)

3. The 8th section of the original charter says that the reports shall be transmitted to the general assembly of Kentucky, and the
85 governors of the several States of the Union * * * and the superintendents of every institution of the blind in the United States. But section 8th of the amended charter says that these reports shall be made to the governors of States in North America, and to the superintendents of every American institution for the education of the blind.

4. The 9th section of the original charter gave to the presidents of State boards of trustees the authorization to visit said printing-house, and constituted them a board of visitors. It provides that the president of the oldest board of trustees should call a meeting of visitors at the request of a majority of the visitors. But section 9 of the amended charter gives this right to the superintendents of State institutions devoted exclusively to the education of the blind, and the governors of the States that aid in sustaining the American Printing House
86 (not the States of the Union exclusively), who, together with the president of State boards, shall be the board of visitors, and the president of any State board is authorized to call a meeting instead of the president of the oldest board of trustees.

5. The incorporators mentioned by name in the amended charter are not the same as those named in the original. (See section 1 of orignal and amended charter.)

6. By the 6th section of the Louisiana board's charter the trustees expressly reserved to themselves the rights given to them as visitors in the 10th section of the original charter, and this right is virtually taken away by the amendment.

7. The 4th section of the old charter provided that the treasurer of the American Printing House for the Blind should give bond in the sum of $20,000 before entering on his duties. But the amended charter fixes no sum for which he shall give bond, but leaves it to the board.

8. The 5th section of the original charter provided that the
87 funds of the institution should only be invested in real estate unincumbered, and of double the value of the amount loaned. But the amended charter provides that the funds may be invested in unincumbered property, and makes no reference to the amount of the security.

9. This amended charter of April 3d, 1861, repeals all acts or parts of acts inconsistent with it, and materially changes the sections above referred to of the original charter of January 26th, 1858, on the faith of which original charter the Louisiana board of trustees was formed.

10. Section 12 of the original charter provides that each donor shall

be entitled to his donation, with the interest, after deducting the necessary expenses, if said publishing-house is not established within nine years from the passage of said act, and authorizes suit to be brought. But the amended charter leaves this clause out entirely.

88 *Entry at rules.—Extract from chancery order book April rules*, 1877, *Monday, 2d.*

THE AMERICAN PRINTING-HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES.

The Louisiana Board of Trustees of the American Printing House for the Blind has this day, by its solicitors, John A. Campbell, & Merrick, Race & Foster, filed its answer to the original and amended bills of complaint of the complainant herein.

Affidavit of J. G. Barret.—Filed April 7th, 1877.

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD, &C.

J. G. BARRET, being duly sworn, doth depose and say: That he resides at Louisville, Kentucky, and is a member of the board
89 of trustees of the American Printing House for the Blind, located in that city. He further states that the said Louisville house has been actively engaged for several years in printing books with raised letters for the use of the blind; that a fund was donated in Louisiana by divers persons for the use and benefit of the said Louisville house about the year 1860, which came into the possession of the said Louisiana board; that the board of trustees of the Louisville house were ignorant of the existence of said fund until about the date of the institution of this suit; that although the said fund has been in the possession of the said Louisiana board for above fifteen years, yet that said board never communicated the fact to the said Louisville board of trustees during all this period; and affiant states that it was by chance merely that the said trustees at Louisville discovered that the
90 said La. board held the said fund which had come into their possession by donations for the purposes aforesaid. Affiant further states that, as duly authorized agent of the said Louisville board, he has demanded payment of said fund; that the president and the Louisiana board has refused to pay him any portion thereof and gave no satisfactory reason for refusal to pay. And affiant states that in his opinion it would be for the interests of all parties concerned that the said fund should be placed in the registry of this court.

(Signed) J. G. BARRET.

Sworn to and subscribed before the undersigned, a commissioner of the circuit courts, duly appointed and sworn by the circuit court of the United States in and for the district of Louisiana, at New Orleans, as witness my hand and seal at New Orleans, this 15 March, A. D. 1877.

[SEAL.] (Signed) ANDREW HERO, JR.,
Commissioner of Circuit Courts.

91 *Submission of rule to deposit fund into the registry.—Extract from the minutes November term*, 1876.

NEW ORLEANS, *Friday, April 20th*, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES, &C. } No. 7867.

The rule to deposit fund into the registry of the court came up for trial:
Present, Jno. H. New, Thos. Hunton, F. L. Richardson, J. A. Campbell, and Merrick, Race & Foster.
And after hearing argument the court took time to advise.

Order, Rule denied.—Extract from the minutes April term, 1877.

NEW ORLEANS, *Monday, May 7th*, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

92 AMERICAN PRINTING HOUSE FOR THE Blind
vs.
LA. BOARD OF TRUSTEES, &C. } No. 7867.

On consideration of the motion to compel the defendants to deposit in the registry of this court the funds now in their hands to the credit of the cause, ordered that said motion be denied.

Motion & order to extend time to take testimony.—Entered & filed June 14, 1877.

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES. } No. 7867.

On motion of John H. New, solicitor for complainant herein, it is ordered that the time for taking testimony herein be extended to the 1st Monday of November, 1877.

93 *Motion & order to file replication.—Extract from the minutes November term*, 1877.

NEW ORLEANS,
Thursday, November 15, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES OF AMERICAN PRINTing House for the Blind. } No. 7867.

On motion of John H. New and E. E. Moise, solicitors for complainant,

and on suggesting to the court that testimony has been taken on behalf of complainant, and it has since been discovered that no replication had been filed to the taking of said testimony, it is ordered that complainant be allowed to file his replication and use the same interrogatories after defendant has had an opportunity of filing cross-interrogatories under the rules, and the testimony shall be taken de novo.

94 *Replication—Filed by leave of court Nov. 15th, '77.*

United States circuit court, fifth circuit and district of Louisiana.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LOUISIANA BOARD OF TRUSTEES OF THE AMERICAN Printing House for the Blind.

The replication of the American Printing House for the Blind, complainant, to the answer of The Louisiana Board of Trustees of the American Printing House for the Blind.

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendants, for replication thereunto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in law to be answered unto by the said defendants, and that the an-
95 swer of the said defendants is very uncertain, evasive, and insufficient in the law to be replied unto by this repliant, without that, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

(Signed) JOHN H. NEW,
E. E. MOISE.
Sol's for Comp'ts.

Entry at rules.—Extract from chancery order books, November 15th, 1877.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES, &C. } No. 7867.

The complainant, by his solicitors, J. H. New & E. E. Moise, has this day, by leave of court, filed his replication to the answer of the La. Board of Trustees of the American Printing House for the Blind, defendants.

96 *Replication.—Filed Nov. 15th*, 1877.

Circuit court of the United States, fifth circuit & district of Louisiana.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LOUISIANA BOARD OF TRUSTEES OF AMERICAN Printing House for the Blind.

The replication of Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper, Herman B. Magruder, and Frank L. Richardson, agents and attorneys in fact, and Henry C. Dibble, ass't att'y gen'l of the State of Louisiana, complainants in cross-bill, to the answer of the Louisiana Board of Trustees of the American Printing House for the Blind:

This repliant saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertain*ties*, and insufficiencies of the answer of said defendant, for replication thereunto saith that he doth and will aver, men-
97 *tion*, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said defendants; and that the answer of the said defendants is very uncertain, evasive, and insufficient in the law to be replied unto by this repliant, without that, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed, or avoided, traversed or denied is true; all of which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

(Signed) RICHARDSON & MAGRUDER,
THOS. HUNTON,
Solicitors for Interpleaders.

Entry at rules.—Extract from chancery order book, November 15, 1877.

AMERICAN PRINTING HOUSE FOR THE BLIND
98 *vs.*
THE LOUISIANA BOARD OF TRUSTEES OF the American Printing House for the Blind.

The complainants in cross-bill in this case have this day. by their solicitors, Richardson & Magruder and Thomas Hunton, filed their replication to the defendants' answer to said cross-bill.

99 *Commission issued December 3d*, '77.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Harry Stuckey, residing at Louisville, Kentucky:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you W. F. Bullock, J. G. Barrett, and B. B. Huntoon, and them duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein The American Printing House for

the Blind is plaintiff and The Louisiana Board of Trustees defendant, and the same examinations, so taken and reduced to writing, you
100 certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this third day of December, anno Domini 1877, and the 102d year of the Independence of the United States of America.

[SEAL.] (Signed) F. A. WOOLFLEY,
Clerk,
By F. V. VINOT, *D'y C'lk.*

Interrogatories annexed to the above commission.

U. S. circuit court for the fifth circuit & district of Louisiana.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LOUISIANA BOARD OF TRUSTEES. } No. 7867.

101 Interrogatories to be propounded to W. F. Bullock, J. G. Barrett, and B. B. Hunton, witnesses for pl'ff, residing in Louisville, Ky., whose testimony will be read on the trial of the above cause.

Int. 1st. What is your name, age, occupation and residence? Is there an incorporation known in the State of Kentucky as The American Printing House for the Blind? If yea, when was the same incorporated, and how? Please annex a duly certified copy thereof to your answer. Has the charter in question ever been modified or amended? If yea, annex full and complete charter and amended charter.

Int. 2nd. Has the printing house contemplated in said charter ever been established? If yea, where and when was it established?

Int. 3d. Has or not the sum of $25,000.00 ever been raised by *by* The American Printing House for the Blind and the various auxiliaries thereof in other States? If yea, when? State the earliest period
102 when the said sum was raised by all the various incorporations for the blind associated.

Int. 4. State whether or not The American Printing House has since its establishment printed books in raised letters for the blind. State whether it has been engaged continuously as the same was demanded to print and make books for the blind.

Int. 5. State who are the officers for The American Printing House for the Blind, and what opportunities you have had to be cognizant of the facts you have stated.

Int. 6. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

103 (Signed) JOHN H. NEW &
E. E. MOÏSE,
Sol's for Compl't.

NEW ORLEANS, *Nov. 16th*, '77.

Service of the above interrogatories accepted and motion and affidavit waived.

(Signed) RICHARDSON & MAGRUDER,
Solicitors.
MERRICK, RACE & FOSTER,
Sol's for La. Board.

Cross-interrogatories.

Cross-interrogatories to be administered to H. F. Bullock, J. G. Barrett and B. B. Hunton, witnesses named by plaintiff, to be sworn and examined as witnesses on behalf of complainant in the above entitled cause.

On behalf of said Louisiana Board of Trustees of the American Printing House for the Blind.

First cross-interrogatory. Have you each severally answered the interrogatories in chief, so far as you have answered the same, from
104 your own personal knowledge exclusive of all information from others? If you answer that any portion of your answers are upon information of others or matters of opinion or argument, take up each answer *seriatim* and declare what portion you positively know of your own knowledge, and what portion you have learned from others and what portion is a matter of opinion.

Second cross-interrogatory. Were you, or either of you, instrumental in getting the act of the legislature of the State of Kentucky, approved April 3d, 1861, chapter 299, passed? What were all the objects in getting that act passed? State all the objects.

Third cross-interrogatory. The original bill in chancery was filed in this case May 8th, 1876. In an affidavit filed April 7th, 1876, J. G. Barrett, in speaking of the fund in this defendant's hands, among other things said "that the board of trustees of the Louisville house
105 were ignorant of the existence of said fund until about the date of the institution of this suit; that although the said fund has been in the possession of said Louisiana Board for above fifteen years, yet the board never communicated the fact to the said Louisville board of trustees during all this period." Is this statement true in each particular? If not, in what particular is it untrue?

Fourth cross-interrogatory. Did not the Louisiana Board of Trustees (this defendant) purchase books of your house in the years 1872, 1873, 1874, for the use of the school at Baton Rouge, or any other school or purposes, and did not your board receive pay for the same? If the above dates are not correct, did they not purchase books from your institution at some other time, and if so, at what time?

Fifth cross-interrogatory. To what other institutions has your institution sold books for the blind? What amounts have been sold?
106 To what States have they been sent? What amount has been sold to institutions and private persons in Tennessee? What amount to Ohio, Indiana and Illinois each? How many books have you sold to institutions for the blind and private persons in Mississippi? Give times, dates, and amounts. How much money has your institution actually received from all sources by donations, and how much from sales of books? How much money was actually given and paid over by the State of Mississippi or by the board of trustees to aid in establishing a publishing house to print books, &c., for the benefit of the blind, domiciled in Mississippi, prior to April, 1861? Did said last mentioned cor-

poration have any intercourse by resolution or otherwise, after the first of April, 1861, with your institution? If you say it had, please
107 state what that intercourse was, annex copies of resolution and other documents showing such intercourse.

Sixth cross-interrogatory. Please look upon the paper annexed to these cross-interrogatories, marked "Copy of Resolution Z," and say whether it is a true copy, from your minutes, of resolutions of your institution, forwarded to this defendant?

Sixth cross-interrogatory. Was Dempsy Shevia general agent of the corporations engaged in 1859 and 1860, in collecting funds for the purpose of printing books for the blind? When was he discharged by your board?

Seventh cross interrogatory. Was not a pamphlet published at Louisville, Ky., with the approbation, consent, or authority of the American Printing House for the Blind, as it existed in 1860 at Louisville, containing forty-eight pages, entitled, "First Annual Report of the American Printing House for the Blind, including subscriptions of the
108 years 1857, 1858, 1859, & 1860. Published by order of the Mississippi Board, made Nov. 10, 1860. Louisville, Ky., Hanna & Co., printers, corner of Main and Third streets, "1860"? Were you not supplied with copies of said pamphlet called First Annual Report, and were they not distributed by said Shevia and other agents of said American board of 1860? If you have any copies remaining of said First Annual Report, please annex a copy to this deposition.

Eight' cross-interrogatory. What other printing presses for printing books, &c., in raised letters for the blind, are established or in operation in the United States? Answer this question from the best of your information and belief.

Ninth cross-interrogatory. If you shall speak of the institution of the subscribers and donors to the fund in the hands of the defendant, the Louisiana Board, answer where you were when the subscrip-
109 tions were obtained? Were you present at the time and place when and where they were obtained? Is what you say anything more than a mere opinion of yours? If you say it is, please say fully of what you have personal knowledge, and where you were when you obtained such knowledge, and who was with you?

Tenth cross-interrogatory. To Mr. Huntoon: If you shall say that you "know that the efficiency of the La. State School for the Blind at Baton Rouge would have been immeasurably increased if it could have received the benefit of this fund," state when you visited said school; how often have you examined the books in the hands of the pupils at Baton Rouge? State fully all you personally know by the actual inspection which you have had, and which enables you to speak so positively under the sanction of the oath you have taken.

Eleventh cross-interrogatory. To W. F. Bullock: If in answer
110 to the sixth interrogatory you shall say, "The institution for the education of the blind in Baton Rouge, La., is in need of books, maps, slates, models, and educational appliances of all kinds, the funds held by the Louisiana Board should be sent you to supply these wants," do you say this from a personal inspection of the books, maps, slates, models, and educational appliances of all kinds which said Baton Rouge Institution for the Blind has, or is it a mere matter of opinion? And if you shall further say, in answer to said sixth direct in errogatory, "We also need money to extend our operations and perfect manufacture of appliances for the education of the blind, your honorable court is asked

these unwilling trustees to enter into our work now at the 11th hour, when the heat and toil of the day are passed, that the blind of Louis-
111 iana may receive the reward prepared for them, for those who entrusted their money to the La. Board," please state whether you make such answer in the capacity of a mere witness; if not, how do you desire it to be considered?

Twelfth cross-interrogatory. What does your institution charge approximately on an average per page for a copy of any work printed for the blind, of the ordinary sized pages? What other press or presses sell their work at the same or a less price than you do? What presses sell at a higher price? Answer this question upon the best of your information and belief.

(Signed) By MERRICK, RACE & FOSTER,
For said La. Board of Trustees.

Copy of resolution marked Z annexed to cross-interrogatories.

At a meeting of the board of the American Printing House for the Blind, on the 29th day of February, 1876, present, Messrs. Bell, Barret, and Sherly, and Kendrick, the following resolutions
112 were unanimously adopted:

Whereas the American Printing House for the Blind, incorporated by an act of the legislature of Kentucky, approved the 23d day of February, 1858, has now, and has had, since the 1st day of May, 1861, more than twenty-five thousand dollars in actual subscription; and

Whereas, by the charter of the auxiliary institution in the State of Louisiana, it is provided that the funds raised in that State shall not be paid to the board of the American Printing House for the Blind, until officially notified of the fact that the sum of twenty five thousand dollars has been subscribed as aforesaid: Now,

1. Therefore, be it resolved that this board now notifies the Louisiana Board that said sum of twenty-five thousand dollars has in fact been raised by the American Printing House for the Blind, and is now
113 being appropriated to the uses and purposes contemplated by the character of said institution.

2. That John G. Barret, esqr., treasurer, be, and he is hereby, authorized to present the foregoing resolution to the Louisiana Board, respectfully requesting their co-operation, as contemplated in their original charter, with the American Printing House for the Blind.

W. F. BULLOCK,
President of the American Printing House for the Blind.

B. B. HUNTOON, *Sect.*

CLERK'S OFFICE.

I certify the foregoing to be a true copy of the original on file.
New Orleans, December 3d, 1877.

SEAL.] (Signed) F. B. VINOT,
Dy Clerk.

Return of above commission.—Received & filed December 24th, '77.

Depositions of witnesses taken before the undersigned, a commissioner for the State of Louisiana, in and for the county of Jefferson
114 and State of Kentucky, duly commissioned and qualified, on the 19th day of December, 1877, between the hours of 8 o'c. a. m. and 6 o'c. p. m., at my office, No. 11 Court Place, in the city of Louisville, Jefferson County, Ky., in a certain case now pending in the circuit court of the United States for the fifthe judicial district, in and for the parish of Orleans, State of Louisiana, wherein the American Printing House for the Blind is plaintiff, and The Louisiana Board of Trustees, defendants.

By virtue of, and in obedience to, a commission to me directed by said court, said commission being hereto annexed and made part hereof; and in answer to the interrogatories hereto annexed and made part hereof—

WILLIAM F. BULLOCK, being sworn and examined as a witness on the part of the plaintiff, in answer to said interrogatories and cross-interrogatories hereto annexed, deposes & saith:

115 Ans. to 1st interrogatory. My name is William F. Bullock; aged 70 years; occupation, lawyer; residence, Louisville, Kentucky. There is an incorporation in Kentucky known as the American Printing House for the Blind. It was incorporated January 26th, 1858, by that title by the legislature of Kentucky. A certified copy of its charter is hereto appended marked "W. F. B. No. 1"; it has been amended twice, certified copies of which are hereto annexed marked respectively W. F. B. No. 2 and W. F. B. No. 3.

Ans. to 2d interrogatory. Yes; the trustees named in its charter met in Louisville February 12th, 1858, and elected officers; stated meetings have been held regularly by its board of trustees. A press, type, paper, and other material for printing were purchased in 1863. In 1864 the trustees of the Kentucky Institution for the education of the
116 Blind offered to the trustees of the American Printing House for the Blind certain vacant rooms in the building occupied as a State school for the blind, which offer was at once gratefully accepted.

Ans. to 3d interrogatory. Yes; in 1858 the Mississippi board had raised $14,000.00; in 1862 there was in the hands of the Louisiana board at least $17,000.00; in 1865 the Kentucky board had raised by subscriptions $7,447.75; in 1865 the State of Ky. passed an act appropriating annually to our American Printing House for the Blind five dollars for every blind person in the State, according to the U. S. census. There were by the census of 1860, 644 blind persons in the State, & the amount coming from the State of Ky. in that and each subsequent year was $3,370.00. Tennessee in 1858 made an appropriation by
117 act of legislature of $2,000.00, and an annual appropriation of $10 for every blind person in the State according to the U. S. census. There were 554 blind persons in Tennessee by the census of 1860, & that annual appropriation amounted by January 1st, 1866, seven years after the passage of the act, at which time it was not repealed, to the sum of $38,780.00. The money raised in Tennessee was not drawn from the State during the war, and in 1867 the act was repealed.

Ans. to 4th interrogatory. The American Printing House for the Blind, at Louisville, Ky., has printed over ten thousand copies of over forty different books during the last thirteen years of its existence, and has been continuously at work as the same was demanded.

Ans. to 5th interrogatory. The president is Wm. F. Bullock; the vice president is Wm. Chapin, superintendent of the Pennsyl-
118 vania Institution for the Blind; the treasurer is John G. Barret, president of the Citizens' National Bank at Louisville, Ky.; the secretary is B. B. Huntoon, superintendent of the Kentucky Institution for the Blind. As one of the original founders of the institution, from my official connection with it and my interest in its work, which has been continuous since the organization of the institution, I know the facts to which I certify.

Ans. to 6th interrogatory. The war and the disturbed financial condition of Louisiana subsequent to the war, and our sympathy for the universal distress prevalent there, delayed our making application to the Louisiana Board of Trustees for the money we supposed to be in their hands. In 1870 we sent an agent to New Orleans, and in 1871 we sent another to obtain funds from the Louisiana Board, but we were put off with evasive replies. In 1876 we sent our treasurer, John G. Barret,
119 esq, who ascertained that the Louisiana Board had in their hands some thirty thousand dollars, raised for the purpose of aiding in the establishment and maintenance of our American Printing House for the Blind. From the use of this money we have been kept during the many years of our existence, and in times when it seemed as though our work must cease for lack of funds. Relying upon resources obtained almost entirely in Kentucky, we have accomplished the difficult task of putting into successful operation a printing house for the blind. From the beneficent agencies of our institution the blind of Louisiana have been almost entirely shut off through the unwillingness of the Louisiana Board to give up the money in their hands. Said money was contributed not only to maintain, but to aid in establishing the American Printing
120 House for the Blind. Now that we are fully equipped with all the tools, type, presses—with steam-engine to run the same—pertaining to a printing office, together with the tools required to stereotype, and the tools used for binding the books when printed, together with stock on hand, manufactured and unmanufactured, and skilled employees, male & female, to carry on the work, it is easy to see that if the Louisiana Board give us the money raised for us, every dollar will be returned to the blind of Louisiana in the shape of books and apparatus for their education, undiminished by any tax for the expenses incurred in starting our enterprise. The institution for the education of the blind in Baton Rouge, La., is in need of books, maps, slates, models & educational appliances of all kinds. The funds held by the
121 Louisiana Board should be sent us to supply these wants. We also need money to extend our operations and perfect the manufacture of new appliances for the education of the blind. We pray your honorable court to compel these unwilling trustees to enter into our work now at the 11th hour, when the heat and toil of the day are passed, that the blind of Louisiana may receive the reward prepared for them by those who entrusted their money to the Louisiana Board. The above answers are substantially the same to those heretofore given in this case.

Cross-examined:

Ans. to 1st cross-interrogatory. The meaning of the expression "personal knowledge" varies so much in different minds, that no two persons can discuss the matter without a previous definition of terms. I know from my official position as president of the board of trustees of the American Printing House for the Blind, that the facts to

122 which I have testified are true, to the best of my knowledge and belief. These interrogatories and the answers to them are substantially the same as those made in previous suits brought in the State courts by the original donors against the Louisiana Board of Trustees of the American Printing House for the Blind, to recover their subscriptions. We have a communication dated New Orleans, April 13, 1876, and signed Merrick, Race & Foster, in which the receipt of these answers is acknowledged and the assurance given that they were satisfactory. If they are no longer so, the change has not been in the character of the answers. The answer itself will show what comes from my own knowledge and what from the information of others. My sources of information were such as naturally arose out of my relations as president of the board.

123 Ans. to 2d cross-interrogatory. I was part instrumental in securing the passage of the act of the legislature of Kentucky, referred to, and the objects of the act may be found in the preamble and the act itself.

Ans. to 3d cross-interrogatory. This is true, so far as I know, in every particular. I know that every attempt on the part of our board, either by correspondents or the visits of agents specially sent for that purpose to get definite information as to the precise amount of the funds held in trust by them for us, and their relations to our board, has been evaded by them. In a letter signed by W. H. Foster as sec. of La. Board of Trustees, and dated New Orleans, December 22d, 1873, occurs this sentence, "Our board of trustees are not in condition at present to appropriate funds to any purpose." And it was not till suit was brought against them on behalf of the original donors to the

124 fund they hold in trust for us to recover their contributions that they appealed to us to prove that the American Printing House for the Blind in Louisville, Ky., was the only body to whom the funds they held in trust did of right belong. The definite amount was not known until the return of Mr. Barret, our treasurer.

Ans. to 4th cross-interrogatory. In answer to this I refer to and make part of my answer the answer of B. B. Huntoon, sec., in answer to said 4th cross-interrogatory, and I have no other answer to make.

Ans. to 5th cross-interrogatory. In answer to this I refer to and make part of my answer the answer of B. B. Huntoon, sec'ty, in answer to said 5th cross interrogatory, and I have no other answer to make.

Ans. to 6th cross-interrogatory. It is a true copy.

Ans. to 6th cross-interrogatory. The question probably refers to Dempey B. Sherrod. There is no record of ours showing that

125 there was any united action on the part of our board with any auxiliary board appointing Dempsey B. Sherrod as a common agent. Our records show that in Dec'r, 1869, Dempsey B. Sherrod was appointed for a specified purpose an agent for the Ky. board to organize in Mo., Illinois, Indiana, and Ohio auxiliary to American Printing House for the Blind, a copy of which is hereto annexed, marked W. F. B., No. 5. Our records also show that in May, 1861, Mr. Sherrod was formally requested by vote of the board to make a report of all the money received and expended by him on account of our board. They also show that the statements he made were not satisfactory to the board. I can find no record of his formal dismissal, but in the third report of the board, printed in 1870, occurs the following passage: "Mr. D. B. Sherrod acted as agent of this institution for a few weeks in 1859

126 and 1860, but he was not authorized by this board to solicit do-

nations, nor did he ever make a financial report to the board, nor pay any money to the treasurer of the institution."

Ans. to 7th cross-interrogatory. I have no recollection of the pamphlet described in and referred to in this cross-interrogatory. It may be that such a pamphlet existed and escaped my recollection. If such a pamphlet was ever distributed by Sherrod and his agents I have no recollection of it. A copy of our first annual report is herewith annexed, marked W. H. B., No. 4.

Ans. to 8th cross-interrogatory. I adopt the answer of B. B. Huntoon, sec'ty, as my answer to this interrogatory, and have nothing to add thereto.

Ans. to 9th cross interrogatory. I have read the charter of the Louisiana Board, in which it is clearly stated that their money is to be held in trust for the American Printing House for the Blind in Louis-
127 ville, Ky. I know they have not paid the money over. I know they have received subscriptions from being called on to testify in certain suits that have been brought against them in La. courts by original donors to recover from the La. Board subscriptions paid in, but not used by the trustees according to the terms of their trust. Of course I have no other personal knowledge on the subject referred to.

Ans. to special int'y X No. 11. The interrogatory No. 6 by the plaintiffs required me to set forth "any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matter in question in this cause. If yea, set forth the same fully and at large in your answer." I have, and now repeat my answer to that question. I will add that my knowledge of the needs of the
128 Baton Rouge Institution for the Blind was not derived from a personal visit to or inspection of that institution, but from communications to our board from the Rev. P. Lane, and my general knowledge of the wants of all other institutions of a similar character, and which it was the design and object of the American Printing House for the Blind to supply. On this point my answer was not a mere matter of opinion, but the statement of a fact, the knowledge of which was acquired by an intimate acquaintance with acknowledged wants of the blind throughout the United States, including the State of Louisiana. It was true when said answer was given, and it is still true, that the American Printing House for the Blind needs the money "to extend its operations and perfect the manufacture of appliances for the education of the blind." And it was then, and still is, true "that the trustees
129 of the Louisiana Board are unwilling to part with the funds in their hands." And it was, and still is, true that the blind of Louisiana, for whom large sums had been subscribed and intrusted to a board for their use and benefit, are justly entitled to have those funds applied as contemplated by the donors and provided for by the law of the State. I make this answer in my capacity as a witness, and desire it to be so considered.

Ans. to 12 y-int'y. There is no ordinary size for the pages of books for the blind; therefore it is impossible to fairly compare them on this basis; the binding and the quality of the paper used must be also considered. There have never been any books for the blind printed elsewhere than at our establishment that will begin to approach our books in binding, quality, and paper and clearness of imprint; and yet our
130 books are cheaper than any other of similar size, sometimes giv-

ng more than twice as much reading matter for less than half the money.

(Signed) W. F. BULLOCK.

Subscribed and sworn to before me by W. F. Bullock, this 19th December, A. D. 1877.

[SEAL.] (Signed) HARRY STUCKY,
Com'r for Louisiana in Louisville, Ky.

Also the deposition of BENJAMIN B. HUNTOON, taken at the same time and place, as a witness for the plaintiff in the above-styled action, and being by me first duly sworn, deposes and says as follows, to wit:

Ans. to 1st interrogatory. My name is Benjamin Bussey Huntoon. I am (41) forty-one years old. I am the superintendent of the Kentucky Institution for the Blind, and I reside in Louisville, Jefferson Co., Kentucky. There is an incorporation in Ky., known as the American
131 Printing House for the Blind, and it was incorporated in Jan., 1858; its charter has been twice amended.

Ans. to II int. Yes, it was established in Louisville Feb. 12th, 1858.

Ans. to III int. Yes, that sum has been raised—probably as early as 1863, though the precise time that all the subscriptions obtained by all the various boards amounted to exactly $25,000 would be hard to decide.

Ans. to IV int. It has.

Ans. to V int. Hon. W. F. Bullock, president; Wm. Chapin, supt. of the Pa. Inst. for the Blind, vice-president; John G. Barret, prest. Citizens' National Bank, Louisville, treasurer; B. B. Huntoon, supt. Ky. Inst. for the Blind, sec. & supt. As secretary of the Board of Trustees of the American Printing House for the Blind and as superintendent of its work I am cognizant of the facts to which I testify.

132 Ans. to VI int. The work of printing for the blind always has been, and must continue to be, carried by charitable subscriptions. The demand for the books is too small to encourage any one to take it up as a private enterprise. During the past thirteen years the American Printing House for the Blind has printed more than all the other institutions for the blind put together. The blind all over the Union have profited by its work. I know it would be a great injury to all the blind of this country if they should fail to secure the benefits the money in question would give them. I know that the efficiency of the La. State School for the Blind at Baton Rouge would have been immeasurably increased if it could have received the benefit of this fund.

Ans. to cross interrogatory No. I. I have answered these
133 questions from my knowledge of the operations of the Am. Printing House for the Blind as superintendent of its work and as secretary to its board.

Ans. to cross-interrogatory No. II. I was not instrumental in securing a change in the charter.

Ans. to cross-interrogatory No. III. The answer is true so far as I know in every particular, in so far as it implies that no communication was ever made to us by the La. Board as to the amount of funds they held, or any offer made by them to assist us in our work, or any interest manifested by them of their original motion in our behalf.

Ans. to cross-interrogatory IV. The first order for books for the blind received from Louisiana, so far as I know, was obtained in 1871 by a visit from our agent in New Orleans to confer with the La. Board upon its relations with us. Our agent reported to us as the result of his

134 conference that the La. Board gave him to understand that on account of certain legislation on the part of the legislature of La. there were technical difficulties in the way of paying over any money formally to us, but that the members of the La. Board would be individually responsible for the purchase of a certain amount of books for La. Institution for the Blind. Also, that at the next meeting of the La. legislature matters would probably be set right. By the terms of their charter the money held in trust by them was to be paid over to our board as we needed it, and books and apparatus in return were to be supplied to the blind of La. in proportion to the money received. This purchase of books was distinctly stated to our agent not to be the action of the La. Board but of its individual members. Subsequently, in 1873, the sum of

135 (89) nine dollars was received from W. H. Foster to pay for books sent to the La. Inst. for the Blind at the request of the sup't of that inst. In 1877, five dollars ($5) was received from Thos. A. Adams for books furnished by us to a blind woman in New Orleans. The letter in which this money was enclosed was signed by Thos. A. Adams, prest., and was dated at the office of the La. Board of Trustees of the Am. Printing House for the Blind. This was the only one of the communications specified that had an official date or signature. By what authority the board that in 1871 had no right as they said to purchase books for the blind, could in 1877 find authority for such a purchase, was not for us to enquire; we sold them books at cost as to any other customer.

Ans. to cross-interrogatory No. V. There is an important distinction to be made between books sold and books furnished in return for contributions received from auxilliary boards. From the auxilliary

136 board in La, we have never received a dollar as contribution though as stated above in answer to cross-interrogatory No. 4, we have sold that board ($5) five dollars' worth of books. Bearing this distinction in mind, and also the fact that a part of its Eastern and European business is done through the superintendent of the Pa. Inst. for the Blind (who is also our vice-president), and consequently the details of that part of our business is not known to us and cannot therefore be reported, also that often in selling books to private persons no record of their residence has been kept, the following abstracts of our books will answer all the points presented in cross-interrogatory No. 5:

Abstract A.—Books sold.

Destination.	1871.	1872.	1873.	1874.	1875.	1876.	1877.	Total.
Alabama Inst. for Blind					57 books. $70 60			57 books. $70 60
Arkansas Inst. for the Blind			8 books. $31 00	2 books. $7 00	70 books. 75 65	26 books. $66 36	15 books. $49 25	121 books. $229 26
California " " " "				17 books. 37 00	57 books. 66 25	1 book. 86	5 books. 8 44	112 55
Ga. Academy " " " "	19 books. 32 50			34 books. 78 00	22 books. 27 66	6 books. 16 75		81 books. 154 91
Ill. Inst. " " " "			26 68 50		36 books. 77 26	136 books. 422 00	120 books. 298 65	318 books. 866 41
137 Ind. Inst. for the Blind			28 books. 82 00	154 books. 154 65	159 books. 175 84	26 books. 11 72	33 books. 87 50	400 books. 511 71
Iowa College " " "				24 books. 15 00		3 books. 14 00	129 books. 95 25	156 books. 124 25
Kansas State Blind Asylum				25 books. 40 90	3 books. 8 00	9 books. 5 96		37 books. 54 86
La. Inst. for the Blind	95 00.		4 books. 17 00	20 books. 37 80			6 books. 16 35	30 books. 166 15
Maryland Int. for the Blind			2 books. 32 50	91 books. 69 00	6 books. 6 00	45 books. 68 00	15 books. 15 00	163 books. 190 50
Perkins " " " "			20 books. 75 00	34 books. 53 00	8 books. 23 00	80 books. 130 00		142 books. 281 00
Mich. " " " "							6 books. 4 50	6 books. 4 50
Minn. " " " "		10 books. 17 00		9 books. 33 50	27 books. 76 86	10 books. 12 00	17 books. 21 50	73 books. 160 86
Mo. " " " "			2 books. 3 50	59 books. 128 68	23 books. 62 00	37 books. 130 60		121 books. 324 78
Nebraska " " " "						6 books. 16 59		6 books. 16 50
New York State Inst. for the Blind (Batavia)			20 books. 60 00	42 books. 52 00	42 books. 30 00	30 books. 43 75		134 books. 185 75
New York City " " " "				100 books. 78 00	50 books. 56 75	200 books. 262 00	100 books. 163 00	450 books. 559 75
North Carolina " " " "				6 books. 4 50		59 books. 38 59	15 books. 31 11	80 books. 74 11
Ohio " " " "		24 books. 36 00	1 book. 11 50	204 books 238 29	84 books. 186 37	66 books. 152 20	17 books. 41 00	396 books. 635 36
Oregon " " " "				3 books. 3 74				3 books. 3 74
South Carolina " " " "							1 book. 1 46	1 book. 1 46
Tennessee School " " "						22 books. 61 00	4 books. 6 00	26 books. 67 00

Abstract A.—Books sold—Continued.

Destination.	1871.	1872.	1873.	1874.	1875.	1876.	1877.	Total.
Texas Inst. for the Blind					9 books. 39 75	57 books. 183 10	16 books. 36 20	82 books. 259 05
Virginia " " " "			12 books. 40 00	18 books. 52 00		10 books. 34 50	18 books 38 50	58 books. 165 00
West Va " " " "			2 books. 5 00			8 books. 6 00	15 books. 15 25	25 books. 26 25
Wis. " " " "				155 books. 174 40	40 books. 49 50	126 books. 174 75		321 books. 408 65
Wis " " " "		24 books. 36 00		48 books. 24 50	44 books. 65 75	88 books. 41 75	15 books. 22 50	149 books. 188 25
Ontario Inst. for the Blind (Canada)				17 books. 51 25				17 books. 51 25
British Museum, London, England								
Royal Normal College for the Blind, London, England					6 books. 6 00			6 books. 6 00
Nova Scotia Inst. for the Blind							12 books. 59 00	12 books. 59 00
Worcester College for the Blind, Worcester, England								
	19 books. $127 00	58 books. $89 00	128 books. $426 00	1,169 books. $1, 479 91	743 books. $1, 101 24	982 books. $1, 902 05	556 books. $1, 010 96	3,643 books. $6, 134 16

Abstract B.—Books distributed in return for contributions through the State insts. for the blind.

Contributing States.	1870.	1871.	1872.	1873.	1874.	1875.	1876.	1877.	Total.
Illinois	61								61
Indiana	4	12				25			41
Kentucky	360	439	658	285	450	510	515	463	3,080
Mississippi	94					27	45	56	225
Ohio	48								48
Penna., Delaware & New Jersey			78	479	516	300	315	260	1,948
Total	567	451	756	764	966	862	875	789	5,003

Abstract C.

Receipts from sales of books	$6,134 16
Receipts from contributions	40,796 52
Total receipts	$46,930 68

No contribution was ever made by Tennessee. In 1861, Mississippi contributed ($1,005) one thousand and five dollars. There had been various communications held with the Mississippi board by letter and by visits of agents from our board to them. In Sept., 1870, Mr. B. M. Patten, now a non-resident of the State of Kentucky, and of whose present residence I have no knowledge, and who was then the superintendent of the American Printing House for the Blind, visited
139 Jackson, Miss., and reported to our board, as shown in its records, that he, B. M. Patten, "conferred with the Trustees of the Am. Printing House for the Blind, in Jackson, Miss., and that a majority of the members of that board assured him of their desire to co-operate with this board in sustaining the American Printing House for the Blind as chartered by the legislature of Kentucky." In this connection it may be proper for me to state that I held in my possession among the papers of the board a written statement signed by Hon. Judge Sharkey, the president of the board in Miss., and dated at Washington, in which he gives it as his opinion that the Miss. Board ought at once to resume its former relations with the Ky. Board. This paper has been mislaid.

Ans. to sixth cross-int. It is a true copy.

Ans. to cross-int. No. VI, which should be No. VII. I don't know.

140 Ans. to cross-int. No. VII, which should be No. VIII. I have no recollection of ever seeing such a pamphlet.

Ans. to cross-int. No. VIII, which should be No. IX. Various presses have been maintained for a longer or shorter period in connection with several State institutions for the blind, namely: in Mass., in N. Y., in Pa., in Va., in North Carolina and in Iowa. All of these have become extinct save two, that may be called intermittent—publishing at intervals of years a single volume. These are the presses at the Inst. for the D. & D. and the Blind at Staunton, Va., and at the Perkins Inst. for the Blind at Boston, Mass. There is also a press owned by a blind teacher in the Pa. Inst. for the Blind, who on his own private means has printed some valuable books, and done good service in the way of printing for the blind. He published a little monthly magazine for the blind.

141 The press at Boston has a fund amounting to a few hundred dollars, the interest of which is devoted to printing. In the last three years it has issued but one volume, a Memorial of W. Have.

Ans. to cross-int. No. IX, which should be No. X. The State of La., and other parties, have within the past two years brought suit against the La. Board to recover their subscriptions to their fund because they were not put to the use intended in the gift. And the Trustees of the La. Board of the Am. Printing House for the Blind called upon us to prove their assertion that the money that had been given to them was held in trust for the Ky. Board. I gladly testified to this fact, and in order to avoid any doubt on the part of the La. Board as to whether we had ever formally and officially and in accordance with legal form announced to them that the Ky. Board had fulfilled the conditions in the
142 charter of the La. Board, the document referred to in answer to the sixth cross interrogatory was sent to them.

Ans. to cross int. No. X, which should be No. XI. The sources from which a school for the blind may obtain the books and apparatus needed to increase its efficiency are so few that every supt. of any of these institutions knows what they are. The American Printing House for the Blind in Louisville, Ky., is by far the largest and best source. From this source the Institution for the Blind at Baton Rouge, La., has not been allowed to obtain anything like what it has desired and needed, as I know from the letters of its superintendent, the Rev. P. Lane. He has repeatedly desired certain much needed text books to be printed, which would have been printed if we could have procured the money held in trust for us by the La. Board. I am a teacher of over twenty
143 years' experience, and I know that the text books desired by the sup't of the school for the blind at Baton Rouge are such as would largely increase its efficiency. It costs from six to eight hundred dollars to print an edition of a book for the blind. The La. Board has had in its power to secure the printing of an edition of each book asked for by the sup't of the *sup't of the* La. school for the blind at Baton Rouge, and thereby could not only have conferred an immeasureable aid upon that school, but upon the cause of the education of the blind over the whole country. These are facts that it is not necessary to visit Baton Rouge to find out. I have never been there.

Answer to cross int. No. XII, which should be No. XIII. There is no ordinary size for the pages of books for the blind. There is no other press for the blind that sells its work as cheap or cheaper than
144 the productions of our press are sold. Every other press for the blind in the country sells its productions at a higher rate than ours. And further deponent saith not.

(Signed) B. B. HUNTOON.

Subscribed & sworn to before me by B. B. Huntoon this 19th of December, A. D. 1877.

[SEAL.] (Signed) HARRY STUCKY,
Commission' for Louisiana in Louisville, Ky.

Also the deposition of J. G. BARRET, a witness for the plaintiff, aged years, taken at the same time and place, and who, being first duly sworn, deposes and says in answer to the interrogatories hereto annexed, as follows, to wit:

Int. 1st. My name is John G. Barret; I am 48 years old; I am a banker; reside in Jefferson County, Ky. There is such an institution situated at Louisville; was incorporated by act of legislature of
145 Ky. Jan'y 26th, 1858. The charter and amendments are filed with the deposition of Judge Bullock in this case.

Int. 2d. It was established Feb'y 12th, 1858.

Int. 3d. Yes; the sum of $25,000 was raised, I think, from all I know, as early as 1863, and Judge Bullock in his answer to this question has fully set forth the dates and am'ts and by whom and when raised. I will here refer to and adopt his answer to this question as true and correct as far as I can answer it.

Int. 4. It has; and has from its beginning continued to print books.

Int. 5. The honorable Wm. F. Bullock, who was for many years on the bench in this State, and is now one of its most distinguished lawyers and most public-spirited gentleman, is the president; Wm. Chapin, superintendent of the Pennsylvania Institution for the Blind,
146 is the vice-president; B. B. Huntoon is the secretary, and I am the treasurer. My knowledge of the facts I have stated have been acquired from my connection with the institution ever since its foundation.

Int. 6. I can hardly know how to answer this question; that is, where to begin or to end, unless some direct question was asked me.

To cross-interrogatory 1st. My answers to all interrogatories have been from my own knowledge of the facts spoken of, my memory having been refreshed by reference to books and records.

To 2d cross-int. I do not comprehend what you mean by instrumental.

To 3d cross-int. The statement made by me is true in every substantial particular. We had learned by some means that a sum of
147 money had been subscribed in Louisiana before the war, but had never learned the amount; and we had also learned from some source, I cannot now tell what it was, that during the war the legislature of Louisiana had passed some act prohibiting the Louisiana Board from paying over the money to us; and to ascertain all the facts about it, as to the sum in the hands of the Louisiana Board, its condition, &c., &c., our board had sent one or two persons to learn the condition of the fund, the am't, &c., but they were unable to learn any facts about it from the Louisiana Board. And our board had no knowledge whatever of the amount or its condition until my visit to New Orleans, but a short time before the institution of this suit, and we never would have learned that the Louisiana Board had any money except for the institution of some suits by the donors of the fund against the Louisiana Board. When the suits by the donors were brought, Mr.
148 Foster, of the firm of Merrick, Race and Foster, wrote me some letters about our institution, its establishment, what it was doing, when it was established, &c., &c., which lead us to the belief that there was a fund there; we did not know in whose hands it was, the amount or anything else, and our board induced me to go to New Orleans and investigate it; and until my visit we knew nothing of the amount of the fund or in whose hands it was. The Louisiana Board had concealed the fact from our board, or rather had never reported it to our board; and our board, so far as I know, had known nothing about the amount or in whose hands this fund was until my visit to New Orleans just before the institution of this suit. I can say that all of the facts in relation to the fund were withheld from our board by the Louisiana Board, so far as I
149 know, and our board had known nothing definite about the fund until my visit to New Orleans, and the facts were given to me as sparingly as possible, and many of them had to be gotten outside of the board in New Orleans.

To 4 cross-int. I know nothing of this matter.

To 5th cross-int. I refer you to the answer of B. B. Huntoon to this question, as I know nothing about it except what is shown by the books of our institution; that is, I remember nothing except what is shown by

the books, and will state that I believe he has answered this question correctly.

To 6th cross-int. I believe it to be a correct copy.

To the other 6th cross-int. I know nothing of this question.

To 7th cross-int. I have no knowledge of such a pamphlet.

150 To 8th cross-int. I am unable to answer this question.

To 9th cross-int. I have not spoken, that I remember of, about the subscribers of the fund in the hands of Louisiana Board. All I ever have learned upon the subject of the subscriptions to the fund in itigation was from the Louisiana Board themselves; they, or majority of them, gave me the most of the information I have on this subject.

To 10 cross-int. I know nothing of this matter.

To 11 cross-int. I know nothing of this question.

To 12 cross-int. I refer to B. B. Huntoon's answer to this question as I have no knowledge on this subject.

(Signed) J. G. BARRET.

Subscribed & sworn to before me, by J. G. Barret, this 19 Dec'r, 1877.

[SEAL.] (Signed) HARRY STUCKY,

151 *Commissioner for La., in Louisville, Ky.*

I, Harry Stucky, commissioner for the State of Louisiana, residing in Louisville, Kentucky, do certify that in pursuance of the annexed commission, came before me at my office, in Louisville, Kentucky, W. F. Bullock, B. B. Huntoon and J. G. Barret, who were by me duly sworn to testify the truth, the whole truth and nothing but the truth, in the above-entitled suit; that they were examined, and the evidence of Wm. F. Bullock reduced to writing by myself, and the evidence of B. B. Huntoon and J. G. Barret reduced to writing respectively by themselves, and subscribed by them respectively in my presence on the day, between the hours and at the place above named, and that their said depositions are herewith returned. Witness my hand and official seal, at my office in Louisville, Ky., this 19th day of December, A. D. 1877.

[SEAL.] (Signed) HARRY STUCKY,

152 *Commissioner for Louisiana, in Louisville, Kentucky.*

Document marked W. F. B., No. 1, annexed to deposition of W. F. Bullock.

1858.

Chapter 115.—An act to establish the American Printing House for the Blind.

Whereas the State of Mississippi has by law made an appropriation of two thousand dollars to aid in establishing in Kentucky a national institution to print and circulate books in raised letters for the blind; and

Whereas said State has incorporated a board of trustees to receive said money, and twelve thousand dollars which have been subscribed for the aforesaid purpose by citizens of Mississippi, and to transfer said fund to said institution in Kentucky; and

Whereas it is anticipated that other States will make donations and incorporate trustees to aid in this enterprise:

Be it enacted by the general assembly of the commonwealth of Kentucky:

153 § 1. That an institution under the name of the American Printing House for the Blind be established in Louisville, Kentucky, or its vicinity, and that James Guthrie, William F. Bullock, Theodore S. Bell, Bryce M. Patten, John Milton, H. T. Curd, and A. O. Brannin, and their successors, be, and they are hereby, declared a body corporate

under the name and style of the Trustees of the American Printing House for the Blind, with the right as such to use a common seal, to sue and be sued, to plead and be impleaded, in all courts of justice and in all cases in which the interests of the institution are involved. The said trustees are hereby fully empowered to receive, by legacies, conveyances or otherwise, lands, money, and other property, and the same to retain, use, and apply to the publishing of books in raised letters for the blind in the United States. Said trustees are authorized to purchase land and erect, purchase or rent buildings for the use of said in-
154 stitution, and to make all such contracts as may be necessary to accomplish the purposes of their incorporation. They are hereby invested with the same privileges in regard to the copyright of books published by them as are enjoyed by natural persons. Said trustees shall appoint a superintendent or general agent and such other agents as may be necessary; may prescribe their duties, fix the term of their office and the amount of their compensation: Provided, however, That no contract entered into by any such officer, where money is to be paid out, shall be binding until ratified by the trustees. The trustees may adopt, from time to time, such by-laws, rules and regulations as they may deem necessary, provided they are not inconsistent with the Constitution and laws of the United States or of this State.

§ 2. The trustees shall elect, annually, a president, a treasurer, and a secretary, who shall hold their offices until their successors shall
155 be elected and duly qualified. Said trustees may prescribe the duties and fix the compensation of said officers.

§ 3. It shall be the duty of said trustees to hold an annual meeting and other stated meetings at such time as they may appoint, and such special meetings as may be called by the president. It shall be the duty of the trustee first named in this act to call the first meeting of the board within twenty days from and after the approval of this act.

§ 4. The trustees shall require from the treasurer, before he enters upon the duties of his office, his bond in the penalty of not less than twenty thousand dollars, payable to the president or his successors in office, of the board, conditioned that he will take care of and account for all money and other property of the board that may be entrusted to him, and that he will well and truly perform all the duties of his office.

156 § 5. The said trustees shall have power to invest any money in the hands of the treasurer, when to them it shall seem expedient, by way of loan, at any legal rate of interest, to be secured by mortgage on real estate unincumbered and of double the value of the amount loaned, the interest in all cases to be payable semi-annually.

§ 6. It shall be the duty of the board of trustees, before commencing the publication of any book, to request the superintendent of every institution for the education of the blind in the United States to make out and send to the trustees of the printing house a list of such books as he may deem most desirable for the use of the blind; and said trustees shall select for publication the book that shall have received the greatest number of superintendents in its favor. This mode of selecting books for publication shall be repeated at least once every year.

157 § 7. Every school for the blind located in a State whose legislature or citizens contribute to the funds of the American Printing House shall, in proportion to the funds, be entitled to copies of every book published by said house to be distributed gratuitously to such blind persons as are unable to purchase them. And the superintendents of said schools shall be required to report to the trustees of said house

the names and residences of all persons to whom books may be thus distributed. The prices of books published by this institution shall be made so low as merely to cover the cost of publication and othe' incedental expenses of the institution.

§ 8. It shall be the duty of the board of trustees to make an annual report of its proceedings, which shall embrace a full account of the receipts and disbursements, the funds on hand, the number of books sold, and the number distributed gratuitously, and a general statement
158 of the condition of the institution; and they shall transmit copies of said reports to the general assembly of Kentucky, to the governors of the several States of the Union, the president of each State board of trustees, to the superintendent of every institution of the blind in the United States, and to every person who shall have made to the institution a donation of more than five dollars the previous year.

§ 9. The donation of five hundred dollars by one person shall constitute him a patron of the institution and his name shall be so published in the annual reports. Any person who shall make a donation of more than five hundred dollars shall also be entitled to embossed books equal in value to the excess of his donation over five hundred dollars.

§ 10. The presidents of the State board boards of trustees shall, ex-officio, constitute a board of visitors, each member of which shall at all times be authorized to visit the printing-house, examine the
159 books, and investigate the proceedings of the trustees; and the president of the oldest State board of trustees shall, at the written request of a majority of the visitors, call a meeting of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution, and in case they shall find said board or any member thereof has mismanaged the affairs of said institution, by malfeasance in office or neglect of duty, they may, a majority of three fourths of all the members concurring, declare the offi e or offices of said trustee or trustees vacant, and proceed to fill such vacancy by election from the citizens of Louisville or its vicinity. Notice of all meetings of the board of visitors shall be sent by mail to all the presidents of the State boards and to all the trustees of the printing-house at least one month before the time appointed for said meetings.

§ 11. The trustees of said printing house shall continue in office
160 until their offices shall become vacant by resignation, death, or removal from office as hereinbefore provided for. All vacancies caused by resignation or death shall be filled by the remaining members of the board.

§ 12. Be it further enacted, That each donor shall be entitled to his donation, with the interest, after the deduction of the necessary expenses are paid, provided said publishing-house is not established within nine years from the passage of this act; and should the board refuse to make said distribution among the donors according to their respective interests, then, and in that event, said donors may have the right to proceed to recover the same by legal proceedings instituted in any of the courts of this commonwealth having jurisdiction thereof.

Approved January 26th, 1858.

By the governor:

C. S. MOREHEAD.
MASON BROWN,
Sect. of State.

161 DANIEL P. WHITE,
Speaker of the House of Representatives.
JOHN Q. A. KING,
Speaker of the Senate.

COMMONWEALTH OF KENTUCKY,
Office of the Secretary of State:

I, J. Stoddard Johnston, secretary of state, certify that the foregoing is a true and perfect copy of an act of the general assembly of the commonwealth of Kentucky, passed at its December session, 1857, entitled "An act to establish the American Printing House for the Blind," as appears from the original enrolled bill on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office this 13th day of December, A. D. eighteen hundred and seventy-seven, and in the 86th year of the commonwealth.

[SEAL] (Signed) J. STODDARD JOHNSTON,
Secretary of State,
By THOS. S. BRONSTON,
Assistant Secretary.

162 *Document marked "W. F. B., No. 2." Annexed to deposition of W. F. Bullock.*

Chapter 299.—An act to amend the charter of the American Printing House for the Blind.

Whereas the State of Mississippi has, by law, made an appropriation of two thousand dollars to aid in establishing in Kentucky a national institution to print and circulate books in raised letters for the blind; and

Whereas said State has incorporated a board of trustees to receive said money and twelve thousand dollars which have been subscribed for the aforesaid purpose by citizens of Mississippi, and to transfer said funds to said institution in Kentucky; and

Whereas it is anticipated that other States will make donations and incorporate trustees to aid in this enterprise,

Be it enacted by the general assembly of the commonwealth of Kentucky,

163 § 1. That the charter of the American Printing House for the Blind shall be, and is hereby, so amended as to read as follows: That an institution under the name of the American Printing House for the Blind shall be established at Louisville, Kentucky, or its vicinity, and that James Guthrie, William F. Bullock, Theodore S. Bell, Bryce M. Patten, William Kendrick, John G. Barret, and A. O. Brannin, and their successors, be, and they are hereby, declared a body corporate under the name and style of the Trustees of the American Printing House for the Blind, with the right as such to use a common seal, to sue and be sued, to plead and be impleaded in all courts of justice and in all cases in which the interests of the institution are involved. The said trustees are hereby fully empowered to receive, by legacies, conveyances, or otherwise, lands, money, and other property, and the same to retain, use, and apply to the publishing of books in raised letters for the blind; and they are authorized to purchase land and erect, purchase, or rent buildings for the use of said institution, and to make all such contracts as may be necessary to accomplish the purposes of their incorporation. They may appoint such officers and agents as may be necessary, may prescribe their duties and fix the term of their offices and the amount of their compensation: Provided, however, that no contract entered into by any officer or agent involving the payment of money shall be binding until ratified by the trustees. The

164

said trustees are hereby invested with the same power and privileges in regard to the copyright of books published by them as are enjoyed by natural persons. The trustees may adopt from time to time such by-laws, rules, and regulations as may be legal and proper.

§ 2. The trustees shall elect annually a president a treasurer, and a secretary, who shall hold their offices until their successors
165 shall be elected and duly qualified. Said trustees may prescribe the duties and fix the compensation of said officers.

§ 3. It shall be the duty of said trustees to hold an annual meeting and other stated meetings at such times as they may appoint, and such special meetings as may be called by the president.

§ 4. The trustees shall require from the treasurer, before he enters upon the duties of his office, his bond, with satisfactory security, that he will take care of and account for all money and other property of the institution that may be entrusted to him, and that he will faithfully perform all the duties of his office.

§ 5. The said trustees shall have power to invest any money in the hands of the treasurer when to them it shall seem expedient, by way of loan, at any legal rate of interest, to be secured by mortgage on real estate unincumbered, the interest in all cases to be payable semi-annually.

166 § 6. It shall be the duty of the board of trustees, before commencing the publication of any book, to request the superintendent of every institution for the education of the blind in North America to make out and send to the trustees of the printing house a list of such books as they deem most desirable for the use of the blind, and said trustees shall select for publication the book that shall have received the greatest number of superintendent votes in its favor. This mode of selecting books for publication shall be repeated at least once every year.

§ 7. Every school for the blind located in a State whose legislature or citizens contribute to the funds of the American Printing House shall, in proportion to the funds contributed, be entitled to copies of every book published by said house, to be distributed gratuitously to such blind persons as are unable to purchase them. And the superin-
167 tendent of said schools shall be required to report to the trustees of said house the names and residences of all persons to whom books may be thus distributed. The prices of books published by this institution shall be made so low as merely to cover the cost of publication and other incidental expenses of the institution.

§ 8. It shall be the duty of the board of trustees to make an annual report of their proceedings, which shall embrace a full account of the receipts and disbursements, the funds on hand, the number of books sold, and the number distributed gratuitously, and a general statement of the condition of the institution; and they shall transmit copies of said report to the general assembly of Kentucky, to the governors of the States of North America, to the president of each State board of trustees, to the superintendent of every American institution for the education of the blind, and to every person who shall have made to the
168 institution a donation of five dollars the previous year.

§ 9. The superintendent of State institutions devoted exclusively to the education of the blind, and the governors of the States that aid in sustaining the American Printing House for the Blind, and the presidents of the State auxiliary boards of trustees, shall, ex officio, constitute a board of visitors, each member of which shall be at all times authorized to visit the printing house, examine the books, and in-

vestigate the proceedings of the of trustees; and the president of any State board may, at the request of a majority of the visitors, call a meeting of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution, and in case they shall find that said board, or any member thereof, has mismanaged the affairs of the institution by malfeasance in office or neglect of duty, they may, a majority of three-fourths of all the members
169 present concurring, declare the offices or office of said trustees or trustee vacant, and proceed to fill the vacancy by election from the citizens of Louisville or its vicinity. Representatives from a majority of the States that contribute to the support of the American Printing House for the Blind shall constitute a quorum of the board of visitors, and each State represented shall be allowed one vote in the action of the board. Notice of every meeting of the board of visitors shall be sent by mail to all the members of the board and to the trustees of the American Printing House for the Blind at least one month before the time appointed for the meeting.

§ 10. The trustees of said printing house shall continue in office until their offices shall become vacant by resignation, death or removal from office, as hereinbefore provided for; all vacancies caused by resignation or removal shall be filled by the remaining members of the
170 board.

§ 11. All acts, or part of acts, inconsistent with this act, are hereby repealed.

Approved April 3, 1861.

By the governor.

B. MAGOFFIN,
THO. B. MONROE, JR.,
Sect. of State.
D. MEREWETHER,
Speaker of the House of Representatives.
THOS. P. PORTER,
Speaker of the Senate.

COMMONWEALTH OF KENTUCKY,
Office of the Secretary of State:

I, J. Stoddard Johnston, secretary of state, certify that the foregoing is a true and perfect copy of an act of the general assembly of the commonwealth of Kentucky, passed January session, 1861, entitled "An act to amend the charter of the American Printing House for the Blind," as appears from the original enrolled bill in my office.

171 In testimony whereof I have hereunto set my and affixed the seal of my office, this 13th day of December, A. D. eighteen hundred and seventy-seven, and in the 86th year of the commonwealth.

[SEAL.] (Signed) J. STODDARD JOHNSTON,
Secretary of State,
By THOS. S. BRONSTON,
Assistant Secretary.

Document marked W. F. B. No. 3.—Annexed to deposition of W. F. Bullock.

Chapter 1801.—An act for the benefit of the American Printing House for the Blind.

Be it enacted by the general assembly of the commonwealth of Kentucky,

§ 1. That there shall be, and is hereby, appropriated to the American

said trustees are hereby invested with the same power and privileges in regard to the copyright of books published by them as are enjoyed by natural persons. The trustees may adopt from time to time such by-laws, rules, and regulations as may be legal and proper.

§ 2. The trustees shall elect annually a president a treasurer, and a secretary, who shall hold their offices until their successors
165 shall be elected and duly qualified. Said trustees may prescribe the duties and fix the compensation of said officers.

§ 3. It shall be the duty of said trustees to hold an annual meeting and other stated meetings at such times as they may appoint, and such special meetings as may be called by the president.

§ 4. The trustees shall require from the treasurer, before he enters upon the duties of his office, his bond, with satisfactory security, that he will take care of and account for all money and other property of the institution that may be entrusted to him, and that he will faithfully perform all the duties of his office.

§ 5. The said trustees shall have power to invest any money in the hands of the treasurer when to them it shall seem expedient, by way of loan, at any legal rate of interest, to be secured by mortgage on real estate unincumbered, the interest in all cases to be payable semi-annually.

166 § 6. It shall be the duty of the board of trustees, before commencing the publication of any book, to request the superintendent of every institution for the education of the blind in North America to make out and send to the trustees of the printing house a list of such books as they deem most desirable for the use of the blind, and said trustees shall select for publication the book that shall have received the greatest number of superintendent votes in its favor. This mode of selecting books for publication shall be repeated at least once every year.

§ 7. Every school for the blind located in a State whose legislature or citizens contribute to the funds of the American Printing House shall, in proportion to the funds contributed, be entitled to copies of every book published by said house, to be distributed gratuitously to such blind persons as are unable to purchase them. And the superin-
167 tendent of said schools shall be required to report to the trustees of said house the names and residences of all persons to whom books may be thus distributed. The prices of books published by this institution shall be made so low as merely to cover the cost of publication and other incidental expenses of the institution.

§ 8. It shall be the duty of the board of trustees to make an annual report of their proceedings, which shall embrace a full account of the receipts and disbursements, the funds on hand, the number of books sold, and the number distributed gratuitously, and a general statement of the condition of the institution; and they shall transmit copies of said report to the general assembly of Kentucky, to the governors of the States of North America, to the president of each State board of trustees, to the superintendent of every American institution for the education of the blind, and to every person who shall have made to the
168 institution a donation of five dollars the previous year.

§ 9. The superintendent of State institutions devoted exclusively to the education of the blind, and the governors of the States that aid in sustaining the American Printing House for the Blind, and the presidents of the State auxiliary boards of trustees, shall, ex officio, constitute a board of visitors, each member of which shall be at all times authorized to visit the printing house, examine the books, and in-

vestigate the proceedings of the of trustees; and the president of any State board may, at the request of a majority of the visitors, call a meeting of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution, and in case they shall find that said board, or any member thereof, has mismanaged the affairs of the institution by malfeasance in office or neglect of duty, they may, a majority of three-fourths of all the members
169 present concurring, declare the offices or office of said trustees or trustee vacant, and proceed to fill the vacancy by election from the citizens of Louisville or its vicinity. Representatives from a majority of the States that contribute to the support of the American Printing House for the Blind shall constitute a quorum of the board of visitors, and each State represented shall be allowed one vote in the action of the board. Notice of every meeting of the board of visitors shall be sent by mail to all the members of the board and to the trustees of the American Printing House for the Blind at least one month before the time appointed for the meeting.

§ 10. The trustees of said printing house shall continue in office until their offices shall become vacant by resignation, death or removal from office, as hereinbefore provided for; all vacancies caused by resignation or removal shall be filled by the remaining members of the
170 board.

§ 11. All acts, or part of acts, inconsistent with this act, are hereby repealed.

Approved April 3, 1861.

By the governor.

B. MAGOFFIN,
THO. B. MONROE, JR.,
Sect. of State.
D. MEREWETHER,
Speaker of the House of Representatives.
THOS. P. PORTER,
Speaker of the Senate.

COMMONWEALTH OF KENTUCKY,
Office of the Secretary of State:

I, J. Stoddard Johnston, secretary of state, certify that the foregoing is a true and perfect copy of an act of the general assembly of the commonwealth of Kentucky, passed January session, 1861, entitled "An act to amend the charter of the American Printing House for the Blind," as appears from the original enrolled bill in my office.

171 In testimony whereof I have hereunto set my and affixed the seal of my office, this 13th day of December, A. D. eighteen hundred and seventy-seven, and in the 86th year of the commonwealth.

[SEAL.] (Signed) J. STODDARD JOHNSTON,
Secretary of State,
By THOS. S. BRONSTON,
Assistant Secretary.

Document marked W. F. B. No. 3.—Annexed to deposition of W. F. Bullock.

Chapter 1801.—An act for the benefit of the American Printing House for the Blind.

Be it enacted by the general assembly of the commonwealth of Kentucky,

§ 1. That there shall be, and is hereby, appropriated to the American

Printing House for the Blind, located in Jefferson County, Kentucky, five dollars annually for every blind person in the State of Kentucky, according to the census of the United States, to aid the institu-
172 tion in printing books in raised letters for the blind, and in furnishing the same gratuitously to the indigent blind, and at cost to others in accordance with the provisions of the charter of said printing house for the blind, granted by the legislature of Kentucky.

§ 2. That the third section of the amended charter of the American Printing House for the Blind, approved April 3, 1861, be so amended as to read as follows, viz: It shall be the duty of said trustees to hold an annual meeting and other stated meetings at such times as they may appoint, and such special meetings as may be called by the president or secretary.

§ 3. That the tenth section of said amended charter of said printing house for the blind be so amended as to read, viz: The trustees of said printing house shall continue in office until their offices shall become vacant by resignation, neglect to act, death, removal from the
173 State, or removal from office as hereinbefore provided for; all vacancies caused by resignation, neglect to act, death or removal from the State, shall be filled by the remaining members of the board.

§ 4. That the auditor is directed to draw his order on the treasurer in favor of the superintendent of the instituting for the sum appropriated by this act.

§ 5. That this act shall take effect from its passage.

Approved June 3, 1865.

By the governor.

THOS. E. BRAMLETT.
E. L. VAN WINKLE,
Sect'y of State.
H. TAYLOR,
Speaker of the House of Representatives.
RICHARD T. JACOB,
Speaker of the Senate.

COMMONWEALTH OF KENTUCKY,
County of Franklin, City of Frankfort, ss:

I, J. Stoddard Johnston, secretary of state, certify that the foregoing is a true and perfect copy of an act of the general assembly of
174 the commonwealth of Kentucky, passed at its January session, 1865, entitled "An act for the benefit of the American Printing House for the Blind," as appears from the original enrolled bill on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office. Done at Frankfort, on this 13th day of December, A. D. eighteen hundred and seventy-seven, and in the 86th year of the commonwealth.

[SEAL.] (Signed) J. STODDARD JOHNSTON,
Secretary of State,
By THOS. S. BRONSTON,
Assistant Secretary.

Printed document marked W. F. B., No. 4.—Annexed to deposition of W. F. Bullock.

First annual report of the American Printing House for the Blind to the general assembly of Kentucky, and to the governors of the
175 American States. Frankfort, Ky. Printed at the State printing office. Geo. D. Prentice, State printer, 1866.

Board of trustees: James Guthrie, William F. Bullock, Theodore S. Bell, William Kendrick, John G. Barret, Bryce M. Patten.

ANNUAL REPORT OF THE AMERICAN PRINTING HOUSE FOR THE BLIND.

The trustees of the American Printing House for the Blind, respectfully present their first annual report to the general assembly of Kentucky, to the governors and other officers in the States of America, and to all the benevolent who, by liberal donations, have aided in establishing and sustaining the institution.

This report has been withheld by the trustees until the present
176 time, in the hope of receiving reports from the auxiliary boards of trustees in other States, and especially a report from Mr. D. Sherrod, of the funds received and expended by him, as the general agent of the institution. As no reports have been made to this board in the last five years, we are left in uncertainty as to the state of the funds arising from legislative appropriations and individual donations in Mississippi, Louisiana, and Tennessee; but we hope soon to receive reports from the auxiliary State board, and a full financial statement from the agent, Mr. Sherrod.

The entire funds received by the board for the American Printing House for the Blind, since its origin, have been as follows:

Donations from citizens of Kentucky obtained in 1860 by J. M. Heady, agent	$580 00
Donations from citizens of Kentucky, obtained in 1860, and paid to the treasurer in 1865, by J. M. Heady, agent	416 00
From auxiliary board in Mississippi	1,005 00
Total receipts from all sources	$2,001 00

The entire expenditures of this board since the origin of the institution have been as follows:

177 Printing circulars, note books, &c	$84 30	
Types, &c	71 55	
Printing press, repairs, freight, &c., &c	756 49	
		912 34
Leaving in the treasury a balance of		$1,088 86

In April, 1860, Mr. J. M. Heady was appointed by the trustees an agent to solicit from citizens of Kentucky donations to aid the institution in the benevolent enterprise for which it was established; and he devoted the latter part of the year to the work in three counties of the State, with most satisfactory results. A list of the donations reported by him, with the names of the donors, is appended to this report. In

addition to these donations Mr. Heady obtained in the same counties notes and subscriptions amounting to nearly six thousand dollars, which have not been collected. After the termination of the war Mr. Heady resigned his agency, and it became the duty of the trustees to employ another agent to collect the notes and subscriptions obtained by
178 the former agent, and to solicit additional donations from citizens of Kentucky. Rev. J. P. Pell, of Lewis County, Kentucky, a gentleman of undoubted integrity and fidelity, and well and favorably known in the State, was unanimously elected by the board, and it is expected that he will soon be able to enter upon the duties of his agency.

The trustees are happy to be able to report that they have purchased a printing press for the institution, which in size, design, and workmanship is far superior to any other press ever used for the same purpose in the United States. For this valuable and beautiful press the institution is under great obligation to S. P. Ruggles, esq., of Boston, who, at the solicitation of the secretary of this board, invented it, and superintended the building of it, without any pecuniary compensation, thereby lending his great mechanical genius to the sacred cause of the
179 blind. As we had no house to receive the press on its arrival in Kentucky, the trustees of the Kentucky Institution for the Education of the Blind kindly tendered the use of a commodious room in that institution until satisfactory arrangements could be made elsewhere. This offer was gratefully accepted, and the press was removed to that edifice. It is now in fine working order, and ready for the noble work for which it was constructed by its ingenious and benevolent inventor.

As soon as the necessary arrangements can be completed, the printing of books in raised letters will be commenced—never, we trust, to be discontinued until so extensive and judicious a selection of books shall be printed as will enlighten and gladden the dark dwellings of the blind over all our land; for we are enabled to report that the legislature of Kentucky has passed the following act, which insures the permanence of the American Printing House for the Blind: "There shall be and is
180 hereby appropriated to the American Printing House for the Blind, located in Jefferson County, Kentucky, five dollars annually for every blind person in the State of Kentucky, according to the census of the United States, to aid the institution in printing books in raised letters for the blind, and in furnishing the same gratuitously to the indigent blind, and at cost to others, in accordance with the provisions of the charter of said printing house for the blind, granted by the legislature of Kentucky."

When the other States in the American Union shall pass similar acts, then will be accomplished the great and good work for which the blind have so long, so earnestly, and, hitherto, so vainly prayed.

W. F. BULLOCK,
President.
BRYCE M. PATTEN,
Secretary.

AMERICAN PRINTING HOUSE FOR THE BLIND,
Louisville, Ky., December 31, 1865.

181 Charter of the American Printing House for the Blind, Louisville, Kentucky.

§ 1. Be it enacted by the general assembly of the commonwealth of Kentucky, that an institution under the name of the American Printing House for the Blind shall be established in Louisville, Kentucky, or

its vicinity, and that James Guthrie, William F. Bullock, Theodore S. Bell, Bryce M. Patten, William Kendrick, John G. Barret, and A. O. Brannin, and their successors, be, and they are hereby, declared a body corporate, under the name and style of the Trustees of the American Printing House for the Blind, with the right as such to use a common seal, to sue and be sued, to plead and be impleaded in all courts of justice, and in all cases in which the interests of the institution are involved. The said trustees are hereby fully empowered to receive by legacies, conveyances or otherwise, lands, moneys, and other
182 property, and the same to retain, use, and apply to the publishing of books in raised letters for the blind; and they are authorized to purchase land, and erect, purchase, or rent buildings for the use of said institution, and to make all such contracts as may be necessary to accomplish the purposes of their incorporation. They may appoint such officers and agents as may be necessary, may prescribe their duties and fix the terms of their offices, and the amount of their compensation; provided, however, that no contract entered into by any officer or agent involving the payment of money shall be binding until ratified by the trustees. The said trustees are hereby invested with the same powers and privileges in regard to the copyright of books published by them as are enjoyed by natural persons. The trustees may adopt from time to time such by-laws, rules, and regulations as may be legal and proper.

183 § 2. The trustees shall elect annually a president, a treasurer, and a secretary, who shall hold their offices until their successors shall be elected and duly qualified. Said trustees may prescribe the duties and fix the compensation of said officers.

§ 3. It shall be the duty of said trustees to hold an annual meeting, and other stated meetings at such times as they may appoint, and such special meetings as may be called by the president or secretary.

§ 4. The trustees shall require from the treasurer, before he enters upon the duties of his office, his bond, with satisfactory security, that he will take care of and account for all money and other property of the institution that may be intrusted to him, and that he will faithfully perform all the duties of his office.

§ 5. The said trustees shall have power to invest any money in the hands of the treasurer, when to them it shall seem expedient, by
184 way of loan, at any legal rate of interest, to be secured by mortgage on real estate unincumbered, and of double the value of the amount loaned; the interest in all cases to be payable semi-annually.

§ 6. It shall be the duty of the board of trustees, before commencing the publication of any book, to request the superintendent of every institution for the education of the blind in North America to make out and send to the trustees of the printing house a list of such books as he may deem most desirable for the use of the blind; and said trustees shall select for publication the book that shall have received the greatest number of superintendents' votes in its favor. This mode of selecting books for publication shall be repeated at least once every year.

§ 7. Every school for the blind located in a State whose legislature or citizens contribute to the funds of the American Printing
185 House shall, in proportion to the funds contributed, be entitled to copies of every book published by said house, to be distributed gratuitously to such blind persons as are unable to purchase them. And the superintendents of said schools shall be required to report to the trustees of said houses the names and residences of all persons to whom books may be thus distributed. The prices of books published

by this institution shall be made so low as merely to cover the cost of publication and other incidental expenses of the institution.

§ 8. It shall be the duty of the board of trustees to make an annual report of their proceedings, which shall embrace a full account of the receipts and disbursements, the funds on hand, the number of books sold, and the number distributed gratuitously, and a general statement of the condition of the institution; and they shall transmit copies
186 of said reports to the general assembly of Kentucky, to the governors of the States in North America, to the president of each State board of trustees, to the superintendent of every American institution for the education of the blind, and to every person who shall have made a donation of five dollars the previous year.

§ 9. The superintendents of State institutions devoted exclusively to the education of the blind, and the governors of the States that aid in sustaining the American Printing House for the Blind, and the presidents of the State auxiliary boards of trustees shall, ex officio, constitute a board of visitors, each member of which shall be at all times authorized to visit the printing house, examine the books, and investigate the proceedings of the trustees; and the president of any State board may, at the written request of a majority of the visitors, call a meeting
187 of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution; and in case they shall find that said board, or any member thereof, has mismanaged the affairs of said institution by malfeasance in office, or neglect of duty, they may, a majority of three-fourths of all the members present concurring, declare the offices or office of said trustees or trustee vacant, and proceed to fill the vacancy by election from the citizens of Louisville or its vicinity. Representatives from a majority of the States that contribute to the support of the American Printing House for the Blind shall constitute a quorum of the board of visitors, and each State represented shall be allowed one vote in the action of the board. Notice of every meeting of the board of visitors shall be sent by mail to all the members of the board, and to the trustees of the American
188 Printing House for the Blind, at least one month before the time appointed for the meeting.

§ 10. The trustees of said printing house shall continue in office until their offices shall become vacant by resignation, neglect to act, death, removal from the State, or removal from office, as hereinbefore provided for. All vacancies caused by resignation, neglect to act, death, or removal from the State, shall be filled by the remaining members of the board.

189 *Donations by citizens of Kentucky to the American Printing House for the Blind.—J. M. Heady, agent.*

Thomas Stone	$10 00
N. C. Beckham	20 00
Thomas Lilly & Sons	20 00
Jacob Drake	10 00
D. Burbank	5 00
Stillwell Heady	10 00
M. L. Thomas	10 00
Dr. B. M. Beckham	20 00
Cowherd & Hope	10 00
John Wakefield	10 00
J. N. Bornell	5 00

	John Black	5 00
	Dr. J. C. Hunter	3 00
	G. Mason	1 00
	A. H. McKay	2 00
	Dr. T. W. Allen	5 00
	J. Y. Poignard	5 00
	Wm. Johnston	5 00
	Humphrey Carey	10 00
	E. W. Graves	2 50
	E. W. Graves	4 00
	Jacob Snyner	2 00
	J. C. Duncan	5 00
	John Hogland	1 00
	John Rogers	1 00
	T. D. Green	5 00
190	S. M. Cain	81 00
	D. H. Wiggington	2 00
	E. E. Lloyd	1 00
	Berkley May	2 00
	John Vandyke	1 00
	James Little	10 00
	Henry McClaskey	5 00
	Josiah Reason	5 00
	Margaret Beard	15 00
	Margaret McDaniel	10 00
	Sarah Collings	5 00
	Mary Collings	1 00
	Nut & Collins	1 00
	Wm. Jasper	1 00
	Elijah Stone	10 00
	Jesse Stone	5 00
	Jesse Crume	5 00
	E. H. McGee & Son	10 00
	J. C. Grigsby	2 00
	Wm. Coleman	5 00
	Jacob Perkins	5 00
	John Henry	5 00
	Sandford Thurman	5 00
	James Henry	5 00
	James Vandyke	5 00
	Dr. L. A. Blankenbaker	10 00
	J. D. Overstreet	1 00
	J. A. Martin	10 00
	Caleb Maratta	5 00
	W. G. Hobbs	5 00
191	John C. West	2 50
	Kennon Holt	5 00
	Felix B. Stone	5 00
	Samuel Ruble	10 00
	J. C. Rigg	5 00
	James Shelburn	5 00
	Dr. M. L. Hudson	5 00
	H. L. Harp	1 00
	Stephen T. Campbell	10 00
	Robert J. Jewell	5 00
	Frances Norman	15 00

	J. N. Beard	10 00
	C. W. Beard	5 00
	Catherine Beard	5 00
	Peter Snider	25 00
	N. J. Buckner	5 00
	Benj. Downs	2 00
	James Bridwell	5 00
	A. C. Kincheloe	10 00
	Jas. B. Tichenor	10 00
	Dr. J. N. Allen	5 00
	Joseph Scott	5 00
	J. B. King	5 00
	Thomas Collier	1 00
	Alderson W. Garrett	5 00
	Mrs. Mary Weaver	1 00
	James Clark	1 00
	George Wiggonton	1 00
	Coleman Drake	1 00
	Zachariah Ashby	5 00
	G. W. Anderson	5 00
192	J. D. Haddot	$5·00
	G. W. Reason	2 00
	James Downes	2 00
	Eli Goodwin	5 00
	J. T. Davis	2 00
	George W. Snider	10 00
	Robert Veitch	5 00
	Dr. T. H. Miles	10 00
	John C. Tate	5 00
	Dr. Hugh Berkley	5 00
	E. H. Stone	5 00
	John B. Guthrie	10 00
	James Wood	5 00
	Henry Russell	5 00
	Elizabeth Foster	10 00
	Wm. D. McMakin	10 00
	C. T. Brown	5 00
	Fielding Merryfield	10 00
	John W. Pence	5 00
	E. E. Murphy	5 00
	Catherine McMakin	10 00
	J. H. Dugan	5 00
	A. C. Wilson	20 00
	Henry Nicholls	10 00
	Christopher Ludwick	10 00
	Mrs. Sarah E. Bealman	2 00
	Mrs. Ann Lancaster	10 00
	Mrs. Mary Hopkins	5 00
	Samuel Bell	5 00
	S. P. Phillips	20 00
	Isaac Duncan	5 00
193	B. Stallard	5 00
	Beverly Mann	5 00
	J. B. Hackley	5 00
	Wm. Johnston	10 00
	Wm. Queen	5 00

	Collins & Co	10 00
	E. B. Smith	5 00
	E. M. Haydon	5 00
	J. L. Spalding	10 00
	J. E. Newman	5 00
	J. D. Elliott	10 00
	Q. T. Hayden	10 00
	Wm. Muir	5 00
	Wm. Samuels	5 00
	John Shoptaugh	5 00
	Benjamin Harner	5 00
	Dr. Wm. H. Newman	5 00
	Thos. O. Neal	5 00
	Able Crawford	20 00
	A. M. Cartuell	12 00
	Deborah Hammond	5 00
	John Sprigg	10 00
	Wm. R. Grigsby	5 00
	Mrs. E. Ray	10 00
	A. G. Adams	5 00
	J. B. Bowman	10 00
	Solomon Coffman	5 00
	Mother Frances	25 00
	S. Kenna	5 00
	Dr. A. Bodine	10 00
	Wm. Brown	5 00
194	Mrs. E. W. Pettit	$5 00
	Throop & Bailey	10 00
	A. B. Knight	5 00
	Wm. C. Bullock	5 00
	J. N. Bell	5 00
	W. H. Scearce	5 00
	J. F. Davis	5 00
	Dr. C. D, Bonney	5 00
	W. F. Stone	5 00
	David McWilliams & Brother	10 00
	Samuel Ratcliffe	5 00
	Wm. Smith	5 00
	Charles A. Utterback	10 00
	Daniel Shouse	10 00
	James Berkley	5 00
	John Robinson	5 00
	James H. Drane	5 00
	George H. Neal	5 00
	Dr. J. J. Tinsley	15 00
	Garland Williams	5 00
	Joseph T. Hamlin	10 00
	Lemuel Baskett	5 00
	Mrs. E. M. Davis	5 00
	D. P. & James Burton	10 00
	Robert Hanna	10 00
	Geo. W. & A. Beatty	10 00
	Wm. Gwinn	5 00
	Warren Moody	10 00
	Lewis Neal	5 00
	James Barnet	5 00

195	Mrs. Agnes Smith	5 00
	Dr. James J. Clayton	5 00
	Rev. Daniel Stevenson	5 00
	Hugh Campbell	5 00
	Mrs. Mary H. Logan	10 00
	Samuel Vanata	5 00
	Levi Smith	5 00
	George Bird	5 00
	Mrs. Mahala Smith	5 00
	W. E. J. Foree	10 00
	J. G. Farmer & T. W. Ford	20 00
	Robert Crockett	20 00
	P. S. Whitesides	5 00
	Allen Snookes & J. McGokey	10 00
	E. C. Payne	5 00
	S. C. Henderson	5 00
	Wm. O. McMakin	10 00
	L. R. Finch	5 00
	Mrs. L. R. Finch	5 00
	Anthony Hardman	2 00
	John Haigh	2 50
	John T. Ballou	2 00
	John Beha	1 50
	Dr. A. H. Merrifield	1 00
	J. M. Neal	1 00
	James Jones	1 00
	N. W. Wells	1 00
	B. M. Porter	1 00
	H. Hobbs	1 00
	Leven Greer	1 00
	Samuel O. McMakin	1 00
196	S. O. Wolf	$1 00
	E. Irene Brown	1 00
	S. M. Cash	2 00
	John Ash	1 00
	W. L. Furgerson	2 00
	K. E. Stone	2 50
	E. W. Dugan	1 00
	Stephen Coke	50
	Stephen Cash	25
	D. H. Wisehart	50
	Frances Belmere	2 50
	J. S. Willard	1 00
	Dr. Daugherty	50
	C. W. Warren	2 50
	Elijah Crawford	2 50
	Charles Lute	1 00
	Gabriel Lute	2 00
	Stephen Weller	50
	John F. Arnold	1 00
	Lee Horrell	1 00
	Philip Terrell	1 00
	L. Troutman	1 00
	Stephen May	1 00
	Wm. Hornsby	1 00
	Berry Johnson	1 00

	N. Bright	2 00
	John Todd	1 00
	J. R. Hinkle	1 00
	John Dale	1 00
	Nathan I. Scarce	1 00
	Mrs. N. Wells	1 00
197	Wm. Hands & Thomas McKirly	1 00
	P. R. Werthen	2 00
	P. Cash	1 00
	Polly Gressom	1 00
	Wm. M. Hall	2 00
	Apollo Cosy	1 00
	B. Allen	2 00
	Patterson & Stewart	2 50
	Mrs. Steele	50
	A. Netherson	1 00
	Charles Walters	2 50
	A. Hamilton	50
	Burr, Haight & Wheeler	15 00
	R. E. Miles	5 00
	P. L. Shulhafer	6 00
	A. Vandyke	20 00
	Joseph Brown	5 00
	George W. Brookes	8 00
	John A. Middleton	10 00
	J. W. Heady	5 00

198 *Order appointing examiner and commissioner to take testimony in the city of New Orleans.—Extract from the minutes. November term,* 1877.

NEW ORLEANS, *Tuesday, February 5,* 1878.

Court met pursuant to adjournment.
Present: Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867.

On motion of Merrick, Race & Foster, of counsel for the said defendant, The Louisiana Board of Trustees for the American Printing House for the Blind, it is ordered that be appointed examiner and commissioner to take the testimony in the city of New Orleans.

199 *Commission.—Issued March 11th,* 1878.

Circuit court of the United States for the fifth judicial circuit holding sessions in and for the district of Louisiana.

To any United States commissioner, or any judge or notary public in the city of Boston, Massachusetts:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you S. P. Ruggles and other witnesses residing at

Boston, Massachusetts, and them duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein the American Printing House for the Blind is plaintiff and The Louisiana Board of
200 Trustees for the American Printing House for the Blind et al. are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court without delay to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 11th day of March, anno Domini 1878, and the 102d year of the Independence of the United States of America.

[SEAL.] (Signed) F. A. WOOLFLEY,
Clerk,
By F. B. VINOT, *D'y Clk.*

Interrogatories.—Annexed to the above commission.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD OF TRUSTEES ET AL. } No. 7867. In chancery.

201 Interrogatories to be propounded under separate commissions to issue in this case, to take the testimony of S. P. Rugglesand other witnesses, residing at Boston, Massachusetts, and of Napoleon B. Kneas, jr. and other witnesses at Philadelphia, Pennsylvania.

Interrogatory I. Are you acquainted with the parties to this suit or any of them? If so, which of them, and how long have you known them?

Interrogatory II. Have you or not any knowledge or information or experience concerning the mode or cost of printing books, &c., in raised letters for the blind? If yea, please state what knowledge and information you have on the subject; if you are connected with any establishment or house engaged in any way with or in the printing of books or other works in raised letters for the blind, please state with what house or establishment you are so connected, and what facilities,
202 if any, such house has for printing for the blind, and whether such house or establishment compares favorably with other houses where printing in raised letters for the blind is done and produced, and whether or no such house and establishment can do such sort of work, viz: print works in raised letters for the use of the blind at as reasonable rates and prices as the same character of work can be done elsewhere in the United States and especially at Louisville, Ky., by the so-called American Printing House for the Blind? And if not, what reason prevents such ability to do the like work at the same rates? Declare the truth of the several matters inquired after by this interrogatory according to the best of your knowledge, remembrance, and belief,
203 with your reasons fully and at large, in order that the same may be written out in full.

Interrogatory III. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of

this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

(Signed) By MERRICK, RACE & FOSTER,
Of Counsel & Sol's for the said La. Board, &c.

Service accepted.

(Signed) E. E. MOISE,
Sol. for A. P. H. for the B.

Reserving our right to object to the issuance of the commission to take this testimony, on the ground that the time has expired for taking testimony and all other legal objections, we accept service of these interrogatories.

New Orleans, March 8th, '78.

(Signed) RICHARDSON & MAGRUDER,
Solicitors.

204 *Cross-interrogatories.*

Plaintiff, reserving all legal objections to the interrogatories propounded herein and the answers, propound the following cross-interrogatories:

Cross-int. 1st. If you state in your answer to the 1st int. that you are acquainted with the parties to this suit, state how you became acquainted with them. If you procured your information from others, from whom did you procure it? Was your information obtained by conversations with any one? If it was, with whom did you converse? If by letter, with whom did you correspond? Were you written to by any one without your requesting them to write, or did you write and request the information? If you wrote and requested the information, why did you write? What was the motive of your desiring the information? If you were written to without requesting it, who wrote to you? Attach any and all letters bearing upon this matter to your deposition.

205 Be careful to answer these interrogatories one at a time; be specific; don't state anything in general terms; make your answer as long as you please, but be particular; make your answer full and explicit; if you have not originals give sworn copies, or the substance of the letter or letters.

Cross-int. 2d. If your answer to the second interrogatory you state you have knowledge, information, or experience concerning the mode or cost of printing books, &c., in raised letters for the blind, state how you got your knowledge, information or experience. State with what establishment you are connected. Did your establishment send any books to the Vienna Exposition? Did they take higher honors or prizes than any other books from any other establishment? If you state that the American Printing-House for the Blind at Louisville, Ky., cannot do better work at more reasonable rates than your estab-

206 lishment can, state how you know it cannot. Have you any prejudices, one way or the other? If you have, which way are they?

Cross-int. 3d. Have you been written to by any one regarding the testimony you were to give, or asking you what testimony you could give? If you have, who wrote you? Attach the letter or letters you received to your answer. Did you in any way prepare for this commission? If you did, who gave you notice and from whom did you get your information regarding the several matters to which you testified?

Were you sworn before taking down your answers? Were the interrogatories propounded to you orally, or were you given them, or copies, and wrote your own answers? Did you offer yourself as a witness, or were you written or spoken to as to what you were willing to tes-
207 tify to and then requested to testify? Were you in any way informed as to what testimony was wanted of you? If you were, who wrote to you or informed you? Was it by letter or in conversation? Attach the letter, if by letter; state the conversation, if it was by conversation. Give the parties' names and the dates. Who are you; where were you born and reared? Have you any interest in this suit, direct or indirect? Would you or your friends, or the establishment with which you are connected, be benefited in any way if this cause should go against the plaintiff? Are you perfectly disinterested? Have any promises been made to you or your establishment, or the establishment with which you are connected? Have hopes been held out to you by any one that in case the complainant failed in this suit, that books, &c., would be purchased from your establishment, or the establishment with which you are connected? Who made those prom-
208 ises or held out these hopes to you? Have any books, &c., been purchased from you by the defendant herein? If so, when were they purchased? Have any promises been made of further purchases from the establishment with which you are connected? State who made these promises. If they were made by letter, attach the letter or letters to your deposition.

(Signed) E. E. MOISE,
Sol. for A. P. H. for the B.

CLERK'S OFFICE.

I certify the foregoing to be true copies of the originals on file.
New Orleans, March 11th, 1878.
[SEAL.] (Signed) F. B. VINOT,
D'y Clk.

Return of above commission.—Received & filed April 9th, 1878.

Circuit court of the United States for the district of Louisiana.

209	THE AMERICAN PRINTING HOUSE FOR THE Blind *vs.* THE LOUISIANA BOARD OF TRUSTEES for the American Printing House for the Blind.	No. 7867. In chancery.

DISTRICT OF MASSACHUSETTS:

The deposition of Stephen P. Ruggles and Daniel L. Bradford, witnesses on the part and behalf of the defendants in the cause above entitled, now depending in said circuit court in and for the district of Louisiana, taken before me, Fisher Ames, a commissioner in and for the district of Massachusetts, appointed by the circuit court of the United States for the first circuit, under the acts of Congress in such case made and provided, at my office, 2 Pemberton Square, in Boston, in said district of Massachusetts, on the 21st day of March, and by adjournment on the 5th day of April, 1878, said deponents having been caused to come before me, pursuant to the foregoing commission hereto annexed.

The said deponents having been first by me duly sworn
210 to tell the whole truth in answer to the interrogatories and cross-interrogatories annexed to said commission, gave the following depositions by them subscribed respectively:

Deposition of Stephen P. Ruggles, March 21st, 1878.

Deponent's answers to the direct interrogatories.

1. To the 1st interrogatory he saith: I am acquainted with the Louisville parties; am not with the Louisiana board, but know that there is such a board. I have known the Louisville parties since about 1861.

2. To the 2d int. I have knowledge of that subject, perhaps, more than other man. I commenced in 1832 or 1833, I think it was, being engaged in the Perkins Asylum for the Blind here as an assistant, my special duty being to invent and construct apparatus for printing for the blind. I went through a series of experiments without
211 instruction or assistance from anybody and finally invented and constructed a press and type and succeeded in bringing up printing for the blind in embossed characters, so that they could read them by the touch. This method of mine has been the most successful one in use. I also invented a method of constructing raised maps and other school apparatus for the blind, and have been familiar with the whole subject ever since, probably more so than any one else. I have invented and made all the presses—some seven or eight of them—that have ever been used for printing for the blind, including the one at Louisville. I am not now engaged with any house or establishment in the printing of books or other works for the blind. I made a proposition in 1871 to all the asylums in the country for the blind to establish a central
212 house or manufactory for the making of school apparatus and books and everything appertaining to the instruction of the blind. The proposition was accepted, and the establishment was started but was prevented from being carried out as intended, through the influence of Dr. S. G. Howe. By this proposition I was to get up the establishment at my own expense and then turn it over to the superintendents to be under their management; or if they chose I would go on and manage or superintend the establishment without charge. I have completed all the machinery and appliances for carrying on the work of printing, &c., for the blind, and it is in perfect order and is very much more complete and far superior to anything of the kind in the country, including that at Louisville, and it comprises a great many improvements not known to superintendents of the various institutions.
213 These things I have made and prepared since my said proposition, but as the proposition was not carried out, through Dr. Howe's influence, I am not at present engaged in printing or making educational works for the blind, but such work could be done at my establishment as cheaply as anywhere else—probably a quarter less than at any other place—that is, the common printing of books; the other things could be done still more cheaply in comparison, and some of them other establishments could not do at all, as they have not the appliances. I may say nine-tenths of them could not be done elsewhere.

3. To the 3d int. I don't think of anything, except that I think it would be for the interest and advantage of all to have the work of printing, &c., works for the blind done at one central place, which is supplied with all the most complete machinery and appliances and

214 the newest inventions, and by a person who is the most familiar with the whole subject, and has the greatest versality of talent in regard to those matters.

Deponent's answers to the cross-interrogatories.

X 1. To the 1st cros'-interrogatory he saith: I have stated that I am acquainted with the Louisville parties; I was applied to by Mr. Bryce Patten, the superintendent, in 1862 or 1863, to invent, make, and supply them with a press and type for printing for the blind, and I furnished them in December, 1863, or January, 1864; I have had a good deal of correspondence with him, and have also had personal interviews with him; he urged me to go there and show them how to print, and to start the establishment, he not being able to do it at that date. I have also, a considerably later, had correspondence and interviews with Mr. Huntoon; Mr. Huntoon requested me to instruct parties to make
215 maps; to go to Louisville for that purpose, and also tried to negotiate with me for the privilege of using my new alphabet for the blind, then recently patented, and the manner of making maps for the blind, also recently patented, and for information relative to works for the blind; I gave him information frequently, but did not give him the right to use my alphabet or map-types; my information in regard to this matter is derived from my experience in and practical knowledge of the whole subject, and not at all from hearsay or conversations with any one; I have not requested information of any one, but am familiar with the cost of printing for the blind, as I have invented and made every press that has ever been made for that purpose, and am familiar with all the qualities and cost of paper used for that purpose, and with the process of stereotyping for that purpose, as
216 done in brass, and also in a way invented by myself, particularly adapted to types for printing for the blind, the expense of which would be less than one-tenth of the usual way of stereotyping, or as used by Dr. Howe at the institution for the blind here. I was written to by Messrs. Merrick, Race and Foster, who, I believe, are defendant's counsel in this case, requesting me to testify. I annex their letter to my deposition (letter annexed, marked A). This is the only letter I have received relating to the case except the notice from the commissioner to appear before him and give my testimony.

X 2. To the 2d cross-int. I spent my whole time from 1832 or 1833, for seven or eight years, in experimenting upon and investigating this subject, and for two or three years last past have spent much time and a great deal of money in experimenting in and making and perfecting appliances for producing all the facilities for the education of the
217 blind; I have spent some $10,000 in this way within seven years; I am not connected with any establishment except the one I have described as being in complete order, but not in active operation; I sent no books to the Vienna Exposition; I know thoroughly all the appliances of the Louisville establishment, and I furnished them with their type and press, and I know my establishment could do better work at more reasonable prices, because I have great deal better and very many more and superior appliances, including a new alphabet, invented by me, and other apparatus, laboratory, and steam-engine, with all mechanical tools and appliances. All the prejudices I have is a desire to have the blind benefited to the greatest extent; I have no prejudice as between the parties to this suit.

X 3. To the 3rd cross-int. I have been written to about my testimony.

The only letter I have received about it is the letter already annexed, marked A, and the commissioner's letter, which I also annex. (Letter annexed, marked B.) The commissioner gave me notice as by his said letter. I did not make any preparation for my deposition, and my only knowledge of the interrogatories was derived from the two letters annexed, A and B. I was sworn before testifying; the interrogatories were put to me by the commissioner one at a time, and my answer to each taken down before putting the next one. I did not see the interrogatories or any of them, or copies of them or any of them, before answering, and did not write down my answers or any of them. I did not offer myself as a witness, but came in compliance with the letters A and B. As I have stated, the only knowledge I had of being called upon to testify was derived from said letters A and B, and I talked with no one about it. I am a resident of Boston, and have been for some years. I am not in any active business at present; was born and brought up in Windsor, Vermont. I was bred a practical printer, but have had a great variety of practical experience in all kinds of mechanical business for the past sixty years. I have no interest in this suit, and don't know or care anything about it, and I don't know how I could be benefited by its result either way. My only wish is to see the blind benefited as best they can be. No promises have been made, and nothing said to me about the case, or about having books, &c., purchased from me or my establishment, and defendants have never bought anything of me or of my establishment, or promised to do so. I do not know them. I am very comfortably off as to property, and have no desire for active employment or to make money out of any of my inventions for the blind, as I am entirely independent.

(Signed) S. P. RUGGLES.

Hearing adjourned.

Letter marked A, annexed to foregoind deposition.

(Merrick, Race & Foster, attorneys, counsellors, & solicitors.)

NEW ORLEANS, *March 12th*, '78.

S. P. RUGGLES, Esq.,
Boston, Mass.:

DEAR SIR: The Louisiana board of trustees of the American Printing House for the Blind have funds which they claim the right to use for the purpose of obtaining books in raised letters for the blind residents in Louisiana.

The so-called American Printing House for the Blind, at Louisville, Ky., by its officers, pretend that that corporation can, by reason of its facilities and superior methods, print books for the blind in raised letters very much better & cheaper than any other establishment in this country.

The litigation between the American Printing House for the Blind at Louisville and the Louisiana Board of Trustees makes it important to ascertain the truth on this subject, and interrogatories have been prepared to send out to a commissioner in Boston to take your own testimony and some others on this subject. Your name has been suggested to us as a gentleman having experience in the business, and we have prepared the interrogatories without knowing what your testimony would be. If there are any experienced workman in this sort of

work, we would be glad if you would give their names to the commissioner.

The opposite party has, under a mistaken idea, put a number of minute cross-interrogatories, which we hope will be fully answered, and as he desires they should be, with particularity.

Respectfully, yours, &c.,

MERRICK, RACE & FOSTER.

222 *Letter marked B, annexed to foregoing deposition.*

[Fisher Ames, counsellor at law, U. S. commissioner & notary public.]

2 PEMBERTON SQ., BOSTON,
M'ch 18, 1878.

S. P. RUGGLES, Esq.,
Boston:

DEAR SIR: I have received a commission to take your testimony in the case of the American Printing House for the Blind vs. The Louisiana Board of Trustees for the American Printing House for the Blind et al., pendind in the circuit court of the United States for the district of Louisiana.

Will you please inform me when you can call at my office for this purpose. I do not care to trouble you with a summons for a particular time if you can arrange it reasonably early.

Very truly yours,

223 (Signed) FISHER AMES.

Hearing resumed April 5th, 1878.

Deposition of Daniel L. Bradford.—April 5th, 1878.

Deponent's answers to the direct interrogatories.

1. To the 1st int. he saith: I don't know the parties. I formerly knew Mr. Patten, of the Louisville house, but do not know the present superintendent, only by name.

2. To the 2d int. I know about the mode of doing the work but not the cost, at present, although I formerly did. I have been for some twenty-five years connected with the printing office of the Perkins Institution for the blind in Boston, and was there until about four or five years ago. I had charge of the printing office. I am not now connected with any house or establishment. I have seen Mr. Ruggles' establishment here in Boston. He can do such work here a great deal
224 cheaper and better than any establishment in the country. I went all around and knew about it when I was connected with the institution, and know what the facilities of the Louisville and other establishments were then. Mr. Ruggles' establishment is fitted up with all the appliances, machinery, and tools to work with for printing and stereotyping, map making and slate making and writing-board making, and has many great improvements. It is the most complete establishment in the country that I know anything about. He has a great improvement in the style of cyphering type, and stereotyping process.

3. To 3d int. I don't know as I could say anything further.

Deponent's answers to the cross-interrogatories.

X 1. To the first cross-int. I am not acquainted with the parties. My

information is derived from my long experience in the work, and
225 seeing other establishments in various parts of the country. I went as a mechanic through the different establishments to examine them, and my knowledge was not derived from conversations, although at the time I conversed with the superintendents of the different institutions. I have not corresponded about it with any one, and no one wrote to me about it. I have no letters bearing upon this matter.

X 2. To the 2d cross-int. I got my knowledge, information, and experience from being connected for twenty-five years with the printing at the Perkins Institution, having charge of it, and inspection of other establishments, as I have stated. I am not connected with any establishment at present. The Perkins Institution sent books, maps, writing-boards, and slates to the Vienna Exposition when I was connected with it, and also cyphering type and other apparatus for the blind. I had charge of sending the articles and taking them when they
226 returned. We had the first-prize on all the things we sent there. I think the Perkins Institution to-day can do better work at more reasonable prices than the Louisville establishment—they have always done so; and they are better fitted up, and have got the room and conveniences, besides the practical knowledge of so long experience, as they were the first to get it up. Ruggles' establishment is still better fitted up every way than the Perkins Institution, and besides has some new improvements that no other establishment has got. I have no prejudices either way in this case—none at all.

X 3. To the 3d cross-int. I have not received any letter from any one about my testimony, and did not prepare for it. Mr. Ruggles requested me to call around here and testify, that's all there was about it. I was sworn before testifying. The questions were given to me orally
227 by the commissioner, and did not see them or copies of them before answering, and haven't seen them yet, and did not write down any of my answers. I did not offer myself as a witness, but Mr. Ruggles simply asked me to come and testify what I knew about the modes of printing & so forth, but he didn't specify anything about what I was to be asked or what I was to testify, or what was wanted of me, nor did any one else. I can't give the whole conversation. He called at the house and asked me if I was willing to go and make a statement of what I knew about the printing, as I had been so long connected with it at the institution, and I said I would. That's the substance of the conversation. I was born and reared in Boston; I was formerly a carpenter, but was for a long time in charge of the printing establishment in the Perkins Institution. I have no interest in this suit at all,
228 either way, and could not be benefited in any way by its result either way. I am perfectly disinterested. No promises have been made to me or any establishment that I know of or hopes held out to me of any sort. I haven't anything for sale, and haven't sold anything to defendants or any one, and no promises have been made me of any kind.

(Signed) DANIEL L. BRADFORD.

UNITED STATES OF AMERICA,
District of Massachusetts:

I, Fisher Ames, a commissioner in and for the district of Massachusetts, appointed by the circuit court of the United States for the first circuit, under the act of Congress authorizing the appointment of commissioners "for the more convenient taking of affidavits and bail to be used in civil causes pending in the courts of the United States," and the acts additional thereto, do hereby certify that, pursuant to the commission hereto

prefixed, Stephen P. Rugles and Daniel L. Bradford, the above
229 named deponents, were produced and came before me on the 21st day of March and the 5th day of April, A. D. 1878 (by adjournment), at Boston, in said district of Massachusetts, and they having been each by me first carefully examined and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the interrogtories and cross-interrogatories propounded to them in the cause in the caption named, gave the foregoing depositions by them subscribed respectively; that said depositions were reduced to writing by me in the presence of the witnesses, and carefully read to said deponents, and then subscribed by them as and for their depositions in my presence; that said depositions were taken at the request of the defendants in the cause aforesaid; that said deponents live in the district of Massachusetts, a greater distance than one hundred miles, and the place of taking said depositions
230 is more than one hundred miles from the place of trial of the cause for which the depositions were taken; that no person was present at the giving of said depositions except myself and deponents, respectively; that I have retained said depositions in my hands unaltered for the purpose of forwarding the same to the court for which they were taken. The exhibits annexed were marked and annexed by me.

I further certify that I am not of counsel, nor attorney, to either of the parties in the cause in and for which the said depositions were taken, nor in any way interested in the event of said cause.

In testimony whereof I have hereunto set my hand and seal this 5th day of April, A. D. eighteen hundred and seventy-eight.

[SEAL.] (Signed) FISHER AMES,
Commissioner of the Circuit Court of the United States for the Dist. of Massachusetts.

231 *Commission.—Issued March 11th*, 1878.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To any United States commissioner, or any judge or notary public in the city of Philadelphia, Pennsylvania:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Napoleon B. Kneass, jr., and others, witnesses, at Philadelphia, Pennsylvania, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein the American Printing House for the Blind is plaintiff, and the Louisiana Board of Trustees for the American Printing House for the
232 Blind et. al. are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 11th day of March, anno Domini 1878, and the 102d year of the Independence of the United States of America.

[SEAL.] (Signed) F. A. WOOLFLEY,
Clerk,
By F. B. VINOT,
D'y Clerk.

Return to above commission received & filed May 13th, 1878.

STATE OF PENNSYLVANIA,
City and County of Philadelphia, ss :

233 Be it remembered that on the day of the date hereof, at my office, No. 131 South Fourth street, in the city of Philadelphia, I, Joseph S. Perot, a notary public for the State of Pennsylvania, residing in the city and county of Philadelphia, duly commissioned and sworn, and empowered to administer oaths and take depositions, acting under and by virtue of the inclosed and annexed commission issued out of the circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana, in the case entitled The American Printing House for the Blind vs. The Louisiana Board of Trustees for the American Printing House for the Blind et al., being No. 7867 of the docket of said court, have this day caused Napoleon B. Kneass, jr., the witness named in the interrogatories, who resides in said city and county of Philadelphia, to come before me, and after having duly sworn him to answer truly to said interrogatories and the cross-interrogatories annexed thereto, he answered as follows:

Interrogatory 1st. Are you acquainted with the parties to this
234 suit or any of them; if so, which of them, and how long have you known them?

Answer. I am acquainted with Mr. B. B. Huntoon, the president of the American Printing House for the Blind. I have known him for some years. I do not know that I am acquainted with any of the other parties, as I do not know of whom the boards are composed.

Inter. 2nd. Have you or not any knowledge or information or experience concerning the mode or cost of printing books, &c., in raised letters for the blind? If yea, please state what knowledge and information you have on the subject. If you are connected with any establishment or house engaged in any way with or in the printing of books or other works in raised letters for the blind, please state with what house or establishment you are connected, and what facilities, if any, such house has for printing for the blind, and whether such house establishment compares favorably with other houses where printing in raised letters
235 for the blind is done and produced, and whether or no such house and establishment can do such sort of work, viz, print works in raised letters for the use of the blind at as reasonable rates and prices as the same character of work can be done elsewhere in the United States, and especially as Louisville, Ky., by the so-called American Printing House for the Blind; and, if not, what reason prevents such ability to do the like work at the same rates? Declare the truth of the several matters inquired after by this interrogatory according to the best of your knowledge, remembrance, and belief, with your reasons, fully and at large, in order that the same may be written out in full.

Answer. I have a good practical knowledge of the publishing of books in raised print for the use of the blind. I have been engaged in the business for seventeen or eighteen years. I have made the matter a study, and have succeeded in making many improvements in the
236 apparatus for printing, i. *a*., the *the* type and press. I am not associated with any other parties in the business. I have been publishing a periodical in raised print and am still engaged in it. My place of business is at present at No. 847 North Tenth street, in the city of Philadelphia. For a number of years my place of business was at No.

1126 Market street, in Philadelphia. On the 1st of March, 1878, I removed my business from there to my present location.

Interrogatory 3rd. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matters in question in this cause; if yea, set forth the same fully and at large in your answer?

Answer. I do not know the question at issue in this suit. There are but few parties engaged in this business of publishing for the
237 blind in the United States; these are the Boston Institution for the Blind, the American Bible House in New York, the Virginia Institution for the Deaf, Dumb & Blind at Staunton, Virginia, the American Printing House for the Blind at Louisville, Kentucky, and myself. There are a few institutions for the blind besides those I have mentioned where printing is done in a limited way for their own immediate use. There is no fixed rate of charges for this kind of printing. I think I can do the work of publishing at as low figures as any of the parties engaged in it.

Cross-interrogatories.

In answer to cross-interrogatories the deponent says as follows:

Cross-interrogatory 1st. If you state in your answer to the 1st int'y that you are acquainted with the parties to this suit, state how you became acquainted with them. If you procured your information from others, from whom did you procure it? Was your information obtained by conversation with any one? If it was, with whom
238 did you converse? If by letter, with whom did you correspond? Were you written to by any one without you requesting them to write, or did you write and request the information? If you wrote and requested the information, why did you write? What was the motive of your desiring the information? If you were written to without requesting it, who wrote to you? Attach any and all letters bearing upon this matter to your deposition. Be careful to answer these interrogatories one at a time; be specific; don't state anything in general terms; make your answer as long as you please, but be particular; make your answer full and explicit. If you have not originals, give sworn copies or the substance of the letter or letters.

Answer. I have stated that I am not aware of being acquainted with any of the parties except Mr. Huntoon. I have known Mr. Huntoon for some years through business relations. I first became per-
239 sonally acquainted with him at the convention of instructors of the blind held at Boston, I think in the year 1872. I have already stated that I have no knowledge whatever of the question at issue. I have had no conversation or correspondence with any one about it. I have had no letters from any one about it. I have not written to any one about it.

Cross-interrogatory 2nd. If your answer to the second interrogatory you state *you state* you have knowledge, information, or experience concerning the mode or cost of printing books, &c., in raised letters for the blind, state how you got your knowledge, information, or experience. State with what establishment you are connected. Did your establishment send any books to the Vienna Exposition? Did they take higher honors or prizes than any other books from any other establishment? If you state that the American Printing House for the Blind at

Louisville, Ky., cannot do better work at more reasonable rates than your establishment can, state how you know it cannot. Have
240 you any prejudices one way or the other? If you have, which way are they?

Answer. I have stated that I have thorough practical knowledge and experience in this business. I have acquired such by personal application and study during a period of seventeen or eighteen years. I did not send any books to the Vienna Exposition in 1868. I am confident that I can produce as good work in raised printing as any house in the world. I am fully qualified to judge as to the merits of raised print aside from my long experience in the work, being myself blind. I see no reason why publishing for the blind cannot be carried on at as reasonable rates by myself or by other parties having equal facilities as it can by the American Printing House for the Blind at Louisville, Ky. I have no prejudices whatever either for or against any parties engaged in the business further than what may be incident to a fair, open,
241 and honorable competition for business.

Cross-interrogatory 3rd. Have you been written to by any one regarding the testimony you were to give or asking you what testimony you could give? If you have, who wrote you? Attach the letter or letters you received to your answer. Did you in any way prepare for this commission? If you did, who gave you notice, and from whom did you get information regarding the several matters to which you testified? Were you sworn before taking down your answer? Were the interrogatories propounded to you orally or were you given them, or copies, or wrote your own answers? Did you offer yourself as a witness or were you written or spoken to as to what you were willing to testify to and then requested to testify? Were you in any way informed as to what testimony was wanted of you? If you were, who wrote to you or informed you? Was it by letter or in conversation? Attach the letter if by letter. State the conversation if it was by conversation.
242 Give the parties' names and the dates. Who are you? Where were you born and reared? Have you any interest in this suit, direct or indirect? Would you or your friends or the establishment with which you are connected be benefitted in any way if this cause should go against the plaintiff? Are you perfectly disinterested? Have any promises been made to you or your establishment or the establishment with which you are connected? Have hopes been held out to you by any one that in case the complainant failed in this suit that books, &c., would be purchased from your establishment or the establishment with which you are connected? Who made these promises or held out these hopes to you? Have any books, &c., been purchased from you by the defendants herein? If so, when were they purchased? Have any promises been made of further purchases from the establishment with which you are connected? State who made these promises? If they were made by letter, attach the letter or letters to your deposition.

243 Answer. I have already said I have not been written to nor have I had conversation with any one in regard to this case. I have not in any way prepared for this examination. I was duly sworn before giving my answers to these questions; they were propounded to me orally and written down by the commissioner with the answers as I gave them to him. I did not offer myself as a witness in this case and was not written to or spoken to as to what I could testify. I was not informed as to what testimony was wanted; no one said or wrote anything to me about it. My name is Napoleon B. Kneass, jr. I was born in New Orleans, Louisiana, in the year 1843. I came to Philadelphia in

1850, and have resided here ever since. I think it was in 1850. I cannot remember the exact date, but it was about that time. I was educated at the Pennsylvania Institution for the Blind in Philadelphia. I am
244 still connected with that institution as a teacher; as I do not know the question at issue, I cannot say whether I have any interest in this suit or not. I am entirely desinterested as far as I know. No promises or hopes of any kind have been made to me by any one as to matters connected with this suit. No books have been purchased from me by the defendants and no promises have been made to me by them.

(Signed) N. B. KNEASS.

And I further certify that the answers were reduced to writing by me and that the witness signed his name to the respective answers in my presence.

In witness whereof I have hereunto set my hand and affixed my official seal this ninth day of May, A. D. 1878.

[SEAL.] (Signed) JOSEPH S. PEROT,
Notary Public, Philadelphia, Pennsylvania.

Commissioner' fee, $12.50, paid by defendant.

(Signed) J. S. PEROT,
Com'r.

245 *Testimony taken before E. D. Craig, special examiner.—Filed June 14th*, 1878.

Part I.

In the United States circuit court, dist. of La. In chancery.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Publishing House of the Blind & others. } No. 7867.

In obedience to an order of the court appointing me, Emmet D. Craig, U. S. commissioner, as special examiner in the above cause, notices were served on E. E. Moise, Messrs. Richardson & Magruder, E. T. Merrick, and Thomas Hunton, solicitors in chancery, to appear at my office, 37 Carondelet street, in the city of New Orleans, on Monday, February 11th, 1878, at 10 o'clock, a. m. At said place and time appointed there did appear E. E. Moise, esq., for the complainant in the above entitled suit; E. T. Merrick, esq., for the defendant, The Louisiana
246 Board of Trustees of the American Printing House of the Blind, and F. L. Richardson, esq., for Valsin J. Dupuy and others; and thereupon, E. T. Merrick, esq., on behalf of the La. Board of Trustees of the American Printing House of the Blind, and did proceed to offer testimony, as follows:

1st. A copy of an act of the legislature of Mississippi, approved November 14th, 1857, marked A A, and filed herewith in evidence.

2d. A copy of an act of the legislature of Kentucky, approved January 26th, 1858, being chapter No. 115; said exhibit is marked B B, and filed herewith in evidence.

3d. For the purpose of showing the attempt on the part of the legis-

lature of Kentucky to deprive the Louisiana Board of Trustees of the American Printing House of the Blind of the control they had under the original charter, and to establish the allegations of said answer, said Merrick offered in evidence the copy of the act of the legislature
247 of Kentucky, approved April 3d, 1861, being chapter No. 299 and marked C C, and filed herewith.

(Mr. E. E. Moise objected to the foregoing recital of the purpose for which the testimony is offered on the ground that it should not appear in the examiner's report.)

4th. A document, Exhibit Four, filed in the above-entitled cause, April 4, 1877, with the answer of the La. Board of Trustees, &c., aforesaid, so far as referred to in said answer.

5th. For the purpose of showing precisely what was said, and for the purpose of establishing the allegations of the answer, he offered exhibit marked Exhibit One, filed in the above-mentioned suit, and also herewith marked filed by me in evidence.

6th. For the purpose of showing that a claim to the fund in dispute has been set up by an incorporation in the city of Washington, D. C., he offered Exhibit Three, filed in above entitled suit, and also marked filed by me this date in evidence (that part of this ex-
248 hibit in print was objected to by Messrs. Richardson & Moise on the ground thas it was hearsay evidence). At the same time it was admitted by them said printed document, or portion of Exhibit Three that is printed, is a correct extract from the newspaper called the Union, published at Washington City on the 23d December, 1876.

7th. In order to show the error that the president of the La. Board of Trustees, &c., and the council acted under, the said E. T. Merrick offered in evidence a copy of the resolutions of the so-called American Printing House of the Blind of the date of February 29th, 1876; said copy of resolution is marked as Exhibit D D, & filed herewith.

The further examination for the admission of evidence was deferred by consent of parties present, to meet at my office on Wednesday, February 13, 1878, at 12 noon.

(Signed) EMMET D. CRAIG,
249 *Examiner & Comm'r U. S. Dist. of La.*

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD, &C. } No. 7867.

In pursuance with the agreement of parties to the above-entitled suit the examination of evidence for the admission of testimony in the said cause on the part of the La. Board of Trustees, &c., was resumed at my office, 37 Carondelet street, N. O., on Wednesday, 13th Feb'y, 1878.

Present, E. E. Moise, esq., solicitor for cl'm't; E. T. Merrick, for La. Board, &c.; F. L. Richardson, for int. def'ts.

Whereupon it was admitted by the solicitors aforesaid present, on behalf of the parties represented by them, that the suit of Nathaniel Cropper was instituted against the La. Board of Trustees, &c., def'ts herein, before, the first justice of the peace for the parish of Orleans, for the sum of fifty dollars and compound interest, as alleged in the said defendant's answer.

250 For the purpose of showing the character of the suits before the said justice of the peace, said E. T. Merrick offers the petition

and citation served upon them in the case of Louis Bush against the same defendant as per Exhibit E E and F F, filed herewith in evidence of this date.

It is admitted by the solicitors present that the suit of Louis Bush vs. The La. Board of Trustees, &c., was instituted as alleged in the answer, and that he has agreed to dismiss the same as therein stated.

It is admitted that the suit of Gillis & Ferguson was instituted as alleged in the answer of said defendant.

It is also admitted that the suit of Henry Foley was instituted as alleged in said answer.

To show the character of these suits, def'ts offer in evidence a certified copy of petition served on them in that case, marked as Exhibit G G, & filed herewith.

It is admitted that Valsin J. Dupuy instituted suit against the
251 same defendants in the 6th district court for the parish of Orleans, as alleged in the answer of the La. Board of Trustees, &c.

It is admitted that the suit on the part of the State La. vs. same def'ts was instituted in the superior criminal court for the parish of Orleans for the sum of two thousand dollars and compound interest, accompanied by an injunction, as alleged in the answer of det'ts.

F. L. RICHARDSON, being produced and sworn as a witness for La. Board of Trustees, &c, deposed and said, as follows:

That the firm of Richardson & Magruder (of which firm was witness) were the attorneys for the donors of the fund in this case. T. Hunton is also associated with them in the case as att'y &.counsel; cannot say how many donors they represent without reference to the papers, but thinks over one hundred; that the largest amount represented by an individual donor is one hundred dollars, the smallest amount five
252 dollars. The amount for the State is two thousand dollars. Gives the following list, so far as he could recall from memory without reference to memorandum, and besides those already enumerated: L. Fuselier, Jules Mossy, David Carr, Wofford Como, Chapartin, Tareleton Grevenburg, W. F. Hudson, besides others residing in the Teche country. In the Lafourche: Tobies Gibson, Pugh, & others which the witness cannot recall to mind. In other parts of the country, Dickensen, Jno. H. Randolph, and others. Witness will furnish a list if required to do so. And as counsel for def'ts object to producing said complete list, on the ground that it is not pertinent to the issue, the allegations in the answer of the La. Board, &c., are not such as to require the production, E. E. Moise objects to the production on ground of irrelevancy. Subsequently Mr. Richardson agreed to furnishing the list at the next meeting. Whereupon, by consent of all parties, further
253 examination was postponed to Friday, 15 Feb., 1878, at 12 noon, to meet at the same place.

(Signed) E. D. CRAIG,
Examiner.

U. S. circuit court. In equity.

THE AMERICAN PRINTING HOUSE FOR THE Blind
vs.
THE LA. BOARD OF TRUSTEES. } No. 7867.

In pursuance with the adjournment on the 13th Feb'y, 1878, the ex-

amination on the part of the La. Board of Trustees was resumed on Friday, 12 noon, the 15th February, 1878, at my office, 37 Carondelet street.

Present, E. E. Moise, esq., for compl't; E. T. Merrick & W. H. Foster, La. Board, &c.; and F. L. Richardson, for intervenor & def'ts.

Whereupon the examination of Mr. Richardson was resumed, said testimony being contained in Exhibit H H, annexed hereto, and filed in evidence.

Testimony taken by Mr. E. M. Brewer, short-hand reporter, who was duly qualified and sworn.

After the examination of Mr. Richardson had progressed some-
254 what, the further examination of said witness was postponed until a future meeting.

Thomas A. Adams was then produced and sworn for the La. Board of Trustees; said testimony admitted in evidence and contained in Exhibit L L.

Further examination of this case was postponed until Thursday, 21st Feb., 1878, at 12 m.

(Signed) E. D. CRAIG,
Examiner.

U. S. C. C.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD, &C. } No. 7867.

The following testimony was taken by Mr. Brewer, stenographer, after having been duly sworn to report the same correctly.

(Signed) E. D. CRAIG,
Examiner.

LA. BOARD OF TRUSTEES, &C.,
New Orleans, February 15th, 1878.

Witnesses for respondent: F. L. Richardson, Thomas A. Adams.
255 Mr. Richardson produces the following as a list of the donors that he and Messrs. Magruder and Hunton represent: F. P. Cannon, marked twenty-five dollars, paid; Jacob Hope, twenty-five dollars; Jacoll Hoss, twenty-five dollars; neither of these are purported to be paid in the list; Mrs. Mathews, fifty dollars, does not purport to be paid in the list; S. B. McCutcheon, five dollars; W. T. Forton, ten dollars; Mrs. M. S. Means, twenty dollars; Mrs. Mary Morse, five dollars, does not appear to have been paid; Henry S. Morse, ten dollars; James M. Williams, fifteen dollars, don't purport to have been paid; H. Berrand, ten dollars; Mrs. M. Cade, twenty dollars; Campbell and Donset, five dollars; S. W. Kile, five dollars; William Payne, five dollars; C. W. Allen, fifty dollars, not paid; W. Chambers, five dollars; Clasant & Co., ten dollars; Fellows, ten dollars; W. P. Logan, fifty dollars, not paid; C. H. Blanchard, ten dollars; R. H. Connell, twenty-five
256 dollars, not paid; M. Wells, twenty dollars; Widow Dejean, ten dollars; Lastie Dupre, twenty-five dollars; Achille Dupre, ten dollars; Green Hudspath, five dollars; Isaac F. Little, ten dollars; J. L. Lewis, ten dollars; J. E. Riggs, five dollars: C. Fay, ten dollars; J. Frere, one hundred dollars; L. Fuselier, twenty dollars; Mrs. Charles Gravenburg, twenty-five dollars; Mrs. Fannie Gravenburg, five dollars; L. Gravenburg, ten dollars; David Kerr, one hundred dollars, not paid; E. Olivier, five dollars; F. D. Richardson, one hundred dollars,

not paid; J. E. Riggs, five dollars; John M. Vaughn, ten dollars, not paid; C. C. Weeks, twenty-five dollars, not paid; Dr. S. Allen, twenty-five dollars, not paid; Ethan Allen, ten dollars; William Allen, five dollars, not paid; E. Bedell, twenty-five dollars, not paid; R. Bonvillain, five dollars, not paid; David Berwick, twenty-five dollars; D. W. Brown, five dollars, not paid; G. Briant and Brothers, fifteen dollars, not paid; Dr. W. Brashear, thirty dollars, twenty-five dollars paid; Mrs. Nancy
257 Brashear, one hundred dollars, not paid; E. E. Bethel, fifty dollars, not paid; J. B. Berard, five dollars, not paid; M. Berwick, fifty dollars, not paid; Mrs. Crawford, thirty dollars, not paid; Adelaide Carlin, fifty dollars; E. Carlin, fifty dollars, not paid; J. L. Cowan, ten dollars, not paid; S. Cary, five dollars; Antoine Como, one hundred dollars; Joe M. Charpentier, seventy dollars; Mrs. R. Como, five dollars; Edward Como, five dollars; D. Como, twenty-five dollars, not paid; James M. Cochran, ten dollars; T. J. Cocke, five dollars; John Carson, five dollars, not paid; F. M. Delin, five dollars, not paid; J. H. Darnall, one hundred dollars, not paid; D. C. Daniel, ten dollars, not paid; Reverend S. J. Davis, ten dollars, not paid; G. L. Fuselier, one hundred dollars, fifty dollars paid; John Foote, twenty dollars; Dr. C. R. Fasitt, twenty-five dollars; J. F. Fourney, five dollars; Fleuriott & Roger, five dollars; H. Gibben, ten dollars, Alfred Gates, sen., ten dollars; D. Godchaux, five dollars; William Garrett, ten dollars; Dr. J. S. Grout,
258 fifty dollars, not paid; M. A. Garrett, five dollars, not paid; Mrs. F. Harding, fifty dollars, not paid; W. F. Hudson, five dollars; Benj. Hudson, one hundred dollars, not paid; T. D. Hine, fifteen dollars; Mrs. Hafligh, one hundred dollars, not paid; C. Johnson, twenty dollars, not paid; W. Jacobs, fifty dollars, not paid; Henry Knight, one hundred dollars, not paid; Joseph Knight, twenty-five dollars; J. Lacy, fifty dollars, not paid; J. E. Lacy, fifteen dollars; J. Lynch, twenty-eight dollars, not paid; H. E. Laurence, one hundred dollars, not paid; J. B. Murphy, twenty-five dollars; Jules Willett, five dollars; Mrs. E. McMaters, fifteen dollars, not paid; Joseph Willett, five dollars, not paid; Mrs. H. C. Meade, one hundred dollars, not paid; W. J. Nash, twenty-five dollars, not paid; Joseph Olivier, five dollars, not paid; J. G. Parkerson, five dollars, not paid; Mrs. M. Parkerson, thirty dollars, five dollars paid; Perritt and Pecoh, five dollars; A. Pecoh, twenty-five dollars, not paid; Judge Palfrey, fifty dollars; Mrs. Palfrey, twenty-five dollars; J. R.
259 Puckett, five dollars, not paid; John M. Rice, seventy-five dollars, not paid; T. J. Rice, one hundred dollars, not paid; J. B. Robertson, fifty dollars, not paid; S. Smith and Sons, ten dollars; Mrs. C. M. Smith, five dollars, not paid; E. Stribling, one hundred dollars; Mrs. S. Smith, ten dollars; R. Stout, five dollars, not paid; W. M. Smith, fifty dollars; J. Todd, ten dollars; Frank Thompson, fifty dollars, not paid; John Tarlton, one hundred dollars, not paid; S. Vincen, ten dollar', not paid; M. Walker, twenty dollars, not paid; Thomas G. Wilson, five dollars; L. H. Whiteworth, five dollars; Loyd Wilcoxon, twenty-five dollars, not paid; J. M. Woffard, one hundred dollars; Olympus Young, one hundred dollars, not paid; Louis Bush, forty dollars; R. G. Dardin, one hundred dollars; Judge G. S. Guion, fifty dollars; P. H. Gary, twenty dollars; C. J. Tucker, fifty dollars; Tucker and Brother, fifty dollars; John William, one hundred dollars; T. H. and C. M.
260 Allen, one hundred dollars; Belloc, Noblom & Co., one hundred dollars; Brandner and Hullard, fifty dollars; W. H. Letchford & Co., fifty dollars; Clapp, Mitchell and Jack, twenty-five dollars, not paid; Davis, Jenkins & Co., twenty-five dollars; R. W. Estlin & Co., fifty dollars; Gillis & Ferguson, one hundred dollars; Giffan, Smeeds & Co., fifty

dollars; Austin, Goodwin & Co., twenty-five dollars, not paid; Hewitt, Norton & Co., one hundred dollars, not paid; Heidum and Gaines, fifty dollars; Martin, Cobb & Co., fifty dollars; North, Duthel & Co., twenty-five dollars, not paid; J. J. Person & Co., fifty dollars; P. Simms, fifty dollars; Thornhill & Co., fifty dollars; W. E. Veversick, twenty-five dollars, not paid; John Watt & Co., one hundred dollars; C. Yale, jr., & Co., one hundred dollars; Dr. P. Dausereaux, twenty dollars; H. B. Foley, one hundred dollars; Walter Morrison, fifty dollars, not paid; Widow Pennison, fifteen dollars, not paid; Felix Thebadoux, five dollars; John Branson, one hundred dollars, not paid; N. Bonvillain, twenty-five dollars; W. A. Bisland,
261 one hundred dollars; John R. Bisland, fifty dollars; C. O. Carlin, eight dollars and fifty cents, not paid; A. G. Cage, one hundred dollars; D. S. Cage, one hundred dollars; G. F. Connelly, twenty-five dollars; W. C. Ellis, twenty dollars; F. S. Goode, twenty dollars; R. H. Grinage, five dollars; Mrs. P. Pierce, twenty dollars, not paid; W. A. Shaffar, one hundred dollars; John Buhler, West Baton Rouge, twenty-five dollars; B. F. Babin, ten dollars; J. L. Lobdell, twenty-five dollars, not paid; N. Cropper, fifty dollars; Mrs. J. T. Cropper, twenty-five dollars; Dr. C. Clements, ten dollars; J. L. Cole, twenty-five dollars, not paid; B. Debleux, fifty dollars; Mrs. A. M. Dickenson, one hundred dollars, not paid; S. Gourier, ten dollars; Edward J. Gray, one hundred dollars, not paid; M. Hebert & Bro., one hundred dollars; H. Leonard, five dollars; R. C. Boney, five dollars. (This last is in writing, and not in the printed list.) W. A. Reed, twenty-five dollars; J. H. Randolph, fifty dollars; Dr. Stone, twenty-five
262 dollars. This completes the list. Witness says that he furnished the lists—printed lists—in compliance with the request of counsel for the Louisiana Board of Trustees; that all of the names are checked off in blue ink, the names of the parties represented by him and Mr. Magruder and Thomas Hunton.

The list he furnishes is marked H, pages 14 to 22, inclusive. Judge Merrick objects to the list furnished in this matter, because it tends to confuse, and it contains a large number of names that Mr. Richardson does not pretend to represent.

Mr. F. L. RICHARDSON sworn.

Examination by Judge MERRICK:

Q. I see here, Mr. Richardson, the name of J. L. Lobdell put down here for twenty-five dollars.

A. Yes, sir.

Q. Where does J. L. Lobdell live?

A. I believe he lives in West Baton Rouge, but the witness
263 is not positive as to the residence of Mr. Lobdell, or to any of the parties.

Q. Have you a writing from any person bearing the name of J. L. Lobdell, authorizing you to bring a suit for them?

A. Witness objects and refuses to answer, on the ground that if his authorization to sue were denied, it must be denied under oath, and the counsel makes the objection. He objects, further, to the question on the ground that it is irrelevant. If he deny, he must deny the authority of the counsel to represent the parties whom he says he represents under oath. The law requires it. (The examiner sustains the objection, and does not require the witness to answer; and the counsel for the Louisiana Board reserves his objection, to bring the matter before the court.)

Q. Have you written authorizations, in all these cases, of the persons named in this list that you have marked?

(Same objection as before. The examiner sustains the objection, and the matter is referred to the court.)

264 Q. I will ask him whether some of these parties have not departed this life; and, if so, whom it is that has employed him?

A. Witness says he does not know whether any of them have or not; if any of them have, he is employed by the proper parties.

Q. Were you acquainted with John L. Lobdell, of West Baton Rouge?

A. Witness says, personally he was not.

Q. Had not John L. Lobdell been dead some years, and are you not mistaken in reference to this question?

A. Witness does not know.

Q. Is the firm of Martin Cobb & Co. in business, and have they been for ten years, in New Orleans?

A. Witness does not know.

Q. This firm, Clapp, Mitchell & Jack, is that in existence, and has it been?

Witness objects to answering the question whether that firm of Mitchell, Jack & Co., or any other firm is in existence or in liqui-

265 dation, on the ground that in order to induce such evidence, the capacity of the firm or the party that sues must be expressly denied, and the party must be notified by the proper pleadings, that the objection be raised. (The examiner does not see any objection to answering this question. The question is properly put.)

A. Witness says he don't know.

Q. I see here the name of Hewitt, Norton & Co.; I think that firm has gone into liquidation; how was it?

A. Same objection to all these questions.

Q. I will ask you in reference to North, Duthen & Co.?

A. Witness says he is not required to answer, does not know.

Q. I think there is one in the case, one here, Hewit, Norton & Co.; has not this firm been dissolved for several years?

A. Witness gives the same objection.

Q. In what capacity does Mr. Stuart represent that firm?

A. Witness gives the same objection. He happens to know that he is the liquidator.

266 Q. Well, in what way; liquidator in a bankrupt court, or how?

A. Witness has not investigated the matter sufficiently to answer.

Q. Was this ever put down as a list, on the list of credits—was the firm of Hewit, Norton & Co.?

A. Witness does not know, has not investigated.

Q. Will you tell us how Mr. Stuart came to place this in your hands?

A. Witness objects on the ground that it is none of his business. He objects on the ground of irrelevancy, and makes the same objection that it has been ruled that the authority of a party cannot be denied except under oath.

Q. What year were you first retained for the collection of these donations?

A. Objected to, and the same objection as heretofore given: all these questions counsel is asking, knowing that they have been ruled out. (Examiner decides that the objection is not in order, witness can answer the question.)

267 A. Witness waives objection, and answers: About the time he

was employed. I can say in regard to that, about the time we were employed. I know that it was previous to bringing the suits that we did bring in the State courts as about that time.

Further examination of Mr. Richardson was deferred. Mr. Richardson has a right to cross-examine himself after he gets through. Witness has no cross-examination.

THOMAS A. ADAMS, sworn as a witness for the Louisiana Board, &c.

Direct examination by Judge MERRICK:

Offers pages fourteen to twenty-two, inclusive, of pamphlet II, filed of this date.

Mr. Adams, are you president of the Louisiana Board of Trustees of the American Printing House for the Blind?

A. Yes, sir.

268 Offers in evidence a printed copy of the charter of the board of Louisiana trustees, marked KK, on file of this date by the examiner.

Q. Are you the president of that institution?

A. Yes, sir.

Q. And the paper produced is the charter?

A. I did not see it; the parties says it is (hands witness paper). I have no doubt that it is. I believe it is.

Q. Mr. Adams, how long have you been connected with that institution?

A. From its organization.

Q. Do you remember which of the boards was chartered first, whether the Mississippi Board, or the Kentucky Board, or the Louisiana Board?

A. I don't know.

Q. Do you remember of any person by the name of Dempsy B. Sherrod acting as agent for either the Mississippi Board or the Kentucky Board or your own?

(Objected to by Mr. Moïse; the examiner overrules objection and requires witness to answer.)

269 A. Yes, sir; he was agent for one board for collection. I am not certain whether he was agent for either of the others; my impression is he was for the Mississippi, but I am not certain; I think he was for the Mississippi.

Q. Well, what did he do as agent; what were his duties?

A. To receive donations.

Q. Did he act as the special party or was he superintending the others that were out collecting?

A. I think both, sir.

Q. Do you remember the names of any other parties who acted as agents in collecting the funds?

A. I do not, now.

Q. Well, permit me to suggest the names; was J. W. Richardson one, the blind man that was over here?

A. I think he was.

Q. Was this gentleman, sitting here, one?

A. I don't remember?

Q. Was any commission or compensation allowed these parties?

A. I believe so.

Q. Do you remember the percentage?

270 A. I do not. The documents, I think, will show. I was then only a trustee. I was not the president.

Q. How were these funds paid in by the parties collecting the donations? Were they paid in in considerable sums, or did they come in in driblets, five dollars and ten dollars, and so on? How was it?

A. I don't remember the amount of any paid, but at various times the funds were received by the parties and by the company here at various times.

Q. What was done with this fund after it was collected, after it was received by your board, in cash?

A. It was all deposited in the New Orleans Savings Institution.

Q. Why was that institution selected?

A. We thought it a safe institution, and they paid interest on deposits.

Q. Well, how was that fund managed?

A. It was left entirely in the bank.

Q. Well, I mean whether it was badly managed?

271 A. In the language of the judge of the district court of the United States I should say it was most unexceptionally well managed. He seemed to express very great surprise that such should be the result of any fund received by any charity.

Q. About how much was the fund at the—say in 1861, or at the close of the war?

A. The bank book, the savings bank book, will answer. I don't remember.

Q. What are your views in regard to accumulating that fund, whether it was advisable to keep it where it was, accumulating as it was, or as to paying it out in small sums at different times?

A. I was very desirous that it should remain in the savings bank on interest, desiring to accumulate a large sum for so great a charity.

Q. What rate of interest did they allow you until these disturbances, until these suits were brought against the fund?

272 A. I think six per cent. There must have been, I think, one year, during the war, in which no interest was declared. The bank book with the savings bank will state exactly, every year six per cent. was allowed for most of the time, if not all the time.

Q. Do you remember of a visit of Mr. Barrett, from Louisville, purporting to represent the Board of the American Printing House for the Blind?

A. Yes, sir.

Q. Will you look at this paper and refresh your memory in regard to about the time he was here? (Hands witness paper.)

A. I don't know. I have not anything—you ask me the day he was here?

Q. No; I ask you about the time that he was here, and in what year; don't that paper recall it to your memory?

A. I have not anything to guide my memory here.

Q. Don't you remember that resolution?

A. I do not, sir; I have nothing to bring it to my memory.

273 Q. What did he say in regard to the present board or in regard to the board of trustees of the American Printing House for the Blind at Louisville in reference to the act of incorporation under which they acted?

A. He represented himself as acting under that.

Q. Well, do you remember whether he spoke positively about it, and asserted it with positiveness?

A. I think he did, sir.

Q. I would like you to repeat what was said by Mr. Barrett in relation to the board that he represented, so far as their act of incorporation

under which he acted was concerned. Did not Mr. Barrett tell you that they were acting under the act of incorporation of the State of Kentucky, of 1858?

A. Acting under the charter?

Q. Yes, sir.

A. Yes, sir; the only one that he knew existed.

By Mr. MOÏSE:

Q. Do I understand the witness to say upon his oath that Mr.
274 Barrett told him that they were acting under the original charter?

A. I think so.

Q. You are not quite sure?

A. I think so.

By Judge MERRICK:

Q. Well, now, was not these resolutions produced by him, or some similar resolution?

A. The one that I had?

Q. Yes, sir; that resolution—this resolution marked DD, was not that produced by Mr. Barrett, or some similar resolution?

A. I think this one was.

Q. Now, sir, were not your answers to the interrogatories on facts and articles in the State courts drafted under the belief induced by Mr. Barrett in reference to the board of trustees of that corporation?

A. Yes, sir.

Q. What belief was this circular annexed to the complainant's
275 bill issued in regard to the act of incorporation or the board, under what belief was the exhibit annexed to the complainant's bill issued in reference to the corporation which was then in existence in the State of Kentucky?

A. Under the belief that their first corporation, that they were acting under the first corporation.

Examination postponed until Thursday, Feb'y 21st, 1878.

LA. BOARD OF TRUSTEES, &C.,
Tuesday, May 7th, 1878.

Witness for respondent, Mr. Adams, resumed.

Examination of witness resumed.

Counsellors E. T. Merrick and E. E. Moïse and Richardson & Magruder having had written notices served upon them of the examination, to be present at 9½ a. m. on Tuesday, the 7th day of May, the examination was resumed at that hour.

Present, E. T. Merrick and E. E. Moïse.

Mr. ADAMS' examination resumed.

By Judge MERRICK:

276 Q. Have you or your board directly or indirectly derived any personal advantage from the funds belonging to the Louisiana Board of Trustees for the Blind in your hands as a corporation?

A. No, sir; not one dime.

Q. Have you or your board, so far as you know, had any other object or purpose in accumulating the funds in your hands except for the benefit of the blind, and especially the blind of Louisiana?

A. That was our sole object.

Q. You remember of using the funds of the establishment, a small amount, I mean the funds of the corporation, a small amount of them for the purpose of purchasing books for the blind in Louisiana?

A. Yes, sir; of the Louisville house; we purchased them of the Louisville house.

Q. How much money was appropriated for the purpose of purchasing those books?

(Mr. Moïse objects on the ground that this is a regular incor-
277 porated company, is supposed to have a recording secretary, and to keep the minutes of its meetings; if there were any appropriations the minutes of the meeting will show. Objection reserved for the court.)

A. I can state only from memory; but it was several hundred dollars, I think.

Q. If you remember how these purchases were made, or how the price was transacted, whether some part of these funds were handed over to the superintendent of the asylum at Baton Rouge for him to purchase, or whether it was done directly by the board, please explain how it was done.

(Mr. Moïse objects to the leading question. Reserves the point.)

A. I am under the impression that orders were sent direct, and that money was handed over to the superintendent at Baton Rouge.
278 My impression is that both were done, I think both, if my memory serves me, both courses were adopted of procuring the books.

Q. These books that I speak of were books of the blind, in raised letters?

A. In raised letters for the blind.

Q. You remember the visit of John D. Barrett here about the time of the commencement of these suits?

A. Yes, sir.

Q. Mr. Barrett has testified that everything was done here to keep him from a knowledge of the condition of the affairs of the company, and the amount of funds that had been accumulated in bank; I wish you to state whether that is correct or not.

A. Not to my knowledge; there was never any such effort made in my presence or to my knowledge.

By Mr. MOÏSE:

Q. Not to your knowledge?

A. No, sir; I am sure he answered every question that he
279 was asked.

Q. That is so far as your knowledge is concerned?

A. Yes, sir.

By Judge MERRICK:

Q. In answer to the third cross-interrogatory of Mr. Barrett, he says: "I can say that all of the facts in relation to the funds were withheld from our board by the Louisiana Board so far as I know, and our board have known nothing definite about the fund until my visit to New Orleans, and the facts were given to me as sparingly as possible, and many of them had to be gotten outside of the board in New Orleans." Now, is it true that the facts were sparingly communicated to Mr. Barrett when he came here on the part of the board?

Mr. MOÏSE. I ask the examiner to instruct the witness to state nothing but what he knows of his own knowledge.

280 A. Mr. Barrett never asked a question in relation to the funds, to my knowledge, but what a full and fair answer was given.

Q. Do you remember or not of a compromise being communicated to you which was said to have been made between the attorneys of the

Louisville house and the donors of the funds represented by Messrs. Richardson & Magruder, and what was done by the board when that proposition was communicated to the board, if you recollect such a proposition having been communicated?

(Objected to by Mr. Moïse on the ground of hearsay evidence; also objects on the ground that there is nothing in the answer charging a collusion between the'. Reserve the point.)

A. Colonel New called upon me two or three times expressing great anxiety to compromise these suits. I think he stated to me that
281 if we would compromise with him he would adjust the claims represented by Richardson & Magruder.

Q. Well, now, what I want to get at was what your board did; whether they repudiated or assented to his proposition.

A. The board did not to my memory. I think it was brought before the board.

Q. I simply want to know whether they accepted it or not.

A. No, sir; they did not. I think if it was brought before the board it was rejected.

(Mr. Moïse objects to the answer on the ground that it is not the best evidence.)

Q. Are you not clear that it was not accepted by the board?

A. Yes, sir.

Cross-examined by Mr. MOÏSE:

Q. Where did your board hold their meetings?

A. In the directors' room of the Crescent Mutual Insurance Company.

282 Q. Were there any one else present there besides the members of the board?

A. At the meeting of the board?

Q. Yes.

A. I think not.

Q. You are acquainted with Judge Merrick, of Merrick, Race and Foster, are you not?

A. Yes, sir.

Q. You are acquainted with Mr. Foster, are you not?

A. Yes, sir.

Q. What relation was Mr. Foster bearing to your board?

A. He is the secretary; he is now.

Q. You are not the sole one who attends to the business of the board, are you? I mean to say that Mr. Foster and the other officers saw about this case and about the matters of the board as well as yourself. Did not Mr. Foster see about these cases in the State courts and attended to them as an officer of your board?

A. No, sir; I think that the attorneys of the board attended to them.

283 Q. Are not Merrick, Race & Foster the attorneys of the board?

A. Yes, sir.

Q. Judge Merrick is your special counsel in this matter, and attends to this case?

A. Yes, sir.

Q. You leave it entirely in his hands?

A. Yes, sir.

Q. He manages all matters?

A. Yes, sir; all law matters.

Q. Are you aware of any facts or all the facts which Judge Merrick

knows about this case and the different cases in the district courts; were they also in your knowledge?

A. I have no objection myself of answering that question.

Q. Have you any reason to believe that Judge Merrick, as your counsel, if he were aware of an important fact with relation to this and the others in the district courts, would keep it from you?

A. Not if it was necessary for me to know.

Q. Are you acquainted with Judge Merrick's handwriting?

284 A. I have seen it. I think I would know it.

Q. Just look at that, on the back of that; don't go any further. Is that Judge Merrick's handwriting?

(Witness shown document marked K W.)

A. It looks like it.

(Counsel admits it is his handwriting on the back of it.)

Q. You remember the suit of the donors, or one of them, the case of Foley versus your board?

A. No, sir; I don't remember anything of it.

Q. Don't you remember the case in which certain interrogatories were propounded to you?

A. I don't remember by the title. I don't remember the case.

Q. You remember that fact having been done?

A. What fact?

Q. Of your having answered certain interrogatories from the State courts?

A. I have answered interrogatories from one or more suits.

Q. At the time, Mr. Adams, that you deposited this fund which

285 you collected in the New Orleans Savings Institution, what relation did you bear to that institution?

A. One of its trustees.

Q. Were you not president, then, of the New Orleans Savings Institution?

A. No, sir.

Q. Were you not vice-president?

A. Yes, sir; I was then.

Q. In your answer to one of the questions in your direct examination, you say—the question is, "I would like you to repeat what was stated by Mr. Barrett in relation to the board that he represented so far as their act of incorporation under which he acted was concerned; did not Mr. Barrett tell you that they were acting under the act of incorporation of the State of Kentucky of 1858?" And your answer, "Acting under the charter? Yes, sir; the only one that he knew existing." At the time you further stated that at the time you answered the interrogatories which issued from the State court in the case of Foley

286 versus the Louisiana Board, in which you swear that this money belonged to the American Printing House for the Blind, at Louisville, Kentucky; that you were under the impression and belief from Mr. Barrett that the American Printing House for the Blind at Louisville, Kentucky, was acting under the original charter. I now hand you a brief of your counsel filed in the case of Valsin J. Dupuy versus The Louisiana Board of Trustees for the Blind in the sixth district court, in which an agreement is made to show—just look at that and say if you have ever seen that document before.

A. I don't think I ever saw that before.

(Document offered in evidence rejected by examiner. Point reserved.)

Q. Judge E. T. Merrick was your counsel in that case, was he

287 not, of Valsin J. Dupuy for the Louisiana Board of Trustees for the Blind?

By the examiner:

Her' produces the paper alleged to be a brief in a certain case to Mr. Adams, who says that he never saw the paper.

Q. Was Judge Merrick your counsel in the case?

A. He was; yes, sir.

(Offered in evidence, document marked K W; objected to as irrelevant, and ruled out. Reserves the point.)

Q. Mr. Adams, who framed the answers to the interrogatories in the case of Foley versus The Louisiana Board?

A. Who framed them?

Q. Yes.

A. I don't know, sir, who framed—my answers I framed my answers.

Q. You wrote them yourself; you stated what the facts were and they were written out for you?

288 A. I don't remember if the questions were asked me in court; nobody wrote them down for me except the short-hand writer.

Q. Don't you remember that these interrogatories were on paper and were served upon you? I wish to know whether you framed and wrote the answers or whether you told your counsel the facts and he framed the answers for you.

A. I don't remember, sir.

(Honorable E. T. Merrick admits that he, as counsel for the Louisiana Board of Trustees, wrote down the answers in the case of Foley versus The Board of Trustees, on the interrogatories on facts and articles propounded by the plaintiff to Thomas A. Adams, president of the State board of trustees; at all events, if not written by him they were sketched; they were written by somebody else.)

289 Q. Were you aware of the fact, Mr. Adams, at the time these answers were sketched by counsel, that he knew the fact alleged by the Louisiana Board in their answer in this case that there was an amendatory act to the charter of the American Printing House for the Blind at Louisville, Kentucky?

(Judge Merrick objects.)

Q. Mr. Adams, you testified on your direct examination that when you made answer to these interrogatories you were not aware of an amendatory act (shows witness document). The question is asked you, "I would like you to repeat what was stated by Mr. Barrett in relation to the board that he represented, so far as their act of incorporation under which he acted was concerned; did not Mr. Barrett tell you that they were acting under the act of incorporation of the State of Kentucky of 1858?" You answer, "Yes, sir; the only one that he knew existing." 290 Did not Judge Merrick tell you that he was aware of that amendatory act and knew its provisions, or did Judge Merrick tell you nothing at all of that amendatory act or its provisions?

(Objected to by Judge Merrick, that the conversations between counsel and client cannot be made the subject of examination; examiner sustains objection. Reserve the point.

Counsel for plaintiff and respondent agrees that objections made shall go before the court altogether at the closing of the testimony.)

Q. Mr. Adams, in answer to one question, this being the question, "Do I understand the witness to say, upon his oath, that Barrett told him that they were acting under the original charter," you answered, "I

think so." Do I understand you to mean by that answer that you
291 think Mr. Barrett told you these facts in plain words, or do I understand you to say that you only believe that he did?

A. He left that impression upon my mind. I knew of no other charter.

Q. You don't positively say that Barrett told you there was no amendatory act, or do I understand you to say that Barrett made no mention of it?

A. He made no mention of it.

Q. Suppose he had mentioned it, would it at that time have changed your course of conduct?

A. Very likely.

By Judge MERRICK:

Q. Do you remember whether that resolution was the one presented by Mr. Barrett marked D D?

(Witness shown document.)

A. I believe it is the resolution.

It has been agreed between counsels for plaintiff and respond-
292 ent that the respondent shall have the right of offering his testimony before the present examiner; offers the charter of the Louisiana Board; the admissions of Mr. Adans and Foley versus The Louisiana Board.

Examination adjourned to Thursday morning at 9½ a. m., May 8th, 1878.

No notice will be given to Messrs. Richardson & Magruder, who informed the examiner that he could go on with the examination, and that they did not expect to be present.

Part second—Filed June 14th, 1878.

LOUISIANA BOARD OF TRUSTEES, &c.,
Thursday, May 9th, 1878.

Testimony resumed on Thursday morning at 9½ a. m.

Present: Honorable E. T. Merrick, for defendants; E. E. Moïse, for complainant.

Further examination of Mr. Adams postponed until Saturday morning at half-past nine.

293 Mr. W. H. FOSTER sworn for the Louisiana Board of Trustees.

Examined by Judge Merrick:

Q. Mr. Foster are you the secretary of the Louisiana Board of Trustees of the American Printing House for the Blind, or do you hold any official station in the company?

A. Secretary, sir.

Q. How long have you been connected with that institution?

A. From its organization and helped to organize it.

Q. Have the members of the board, as far as you know, derived any pecuniary advantage from the keeping of the funds?

A. None whatever, sir.

Q. Is not the sole object of the board of trustees to accumulate a fund for the benefit of the blind of Louisiana and the other States, or the blind of Louisiana?

A. The object is expressed in the constitution, the charter.

Q. Well, have there been any other purpose on the part of the
294 company, except to foster and take care of the fund for the benefit of the blind?

(Objected to by Moïse; the witnesse's answer is to one interrogatory that the object of the institution is stated in the charter. And objects to any proof going to show any other object or intent than that stated in the charter. Objection sustained by the examiner.)

A. There has not.

Q. In regard to the expenses, has there been any expenses in the way of house rent or room rent for the board meeting or otherwise?

A. None.

Q. Who has furnished the place of meeting mostly?

A. I believe that all our meetings have been held in the building of the Crescent Mutual Insurance Company; I don't recollect having met anywhere else.

295 Q. Do you remember of a person appearing here in the city of New Orleans sometime about the months of February or March, 1876, representing himself to be an agent of the complainant, the American Printing House for the Blind?

(Mr. Moïse objects, until proof is made that the party so representing himself was well known to the parties whom he represented to be the agent; reserve the point.)

A. There was a gentleman in 1876, in the first days of March, I don't recollect exactly what date, in our office, by the name of Barrett, representing himself to be an officer, an agent of the American Printing House for the Blind at Louisville, Kentucky.

Q. Well, now, if he made any representations to you in reference to the board that he was representing as to the date of the organization of that board, please state what his representations were. I wish

296 to call your attention to any statements he may have made in reference to the present board of the American Printing House for the Blind acting under the original charter and being the same board as was organized under the charter?

(Mr. Moïse objects to the question as leading and prompts the witness as what was desired of him to state. The examiner has directed the latter part to be stricken out as an improper portion of the question of the interrogatory, and that the counsel, Mr. Moïse, objects to the question, and objects to having it stricken out.)

A. I had long conversations with Mr. Barrett in reference to the American Publishing House at Louisville, and its organization, and its actions. I learned from him that they had caused their original charter to be amended and re-enacted. I asked him whether there were

297 any changes in the new constitution, whether it differed particularly from the original, to which he answered no, that there was no material change. They were working under the same constitution or charter.

Q. What did he say, if anything, in reference to Mr. D. B. Sherrod, who is acting as an agent?

(Mr. Moïse objects on the ground that it is leading and prompts the witness as to the information as desired of him. Point reserved.)

A. We had considerable conversations in regard to D. B. Sherrod and his actions. I think that he stated to me that Sherrod had represented they had materially changed their charter, the organization, or the association. He stated that it was not so; that the charter was the same. there had been no material alterations. He stated further that Sherrod had acted very badly, and was not worthy of confidence. A good

298 deal of remarks on that line.

(Mr. Moïse objects to this question, in so far as it relates to Mr. Sherrod, as being irrelevant. Point reserved.)

Q. You recognize this document D D on file?

A. I have not got through with my answer yet. I was interrupted by the counsel and his objection.

Q. I wish to present him document D D. Do you recognize that document?

Witness having made a persoual inspection of the document on file, marked D D, says:

A. Well, sir, I think this was the original document presented by Mr. Barrett to our board on the 6th of March, 1876, and copied on minutes our board, and received, and ordered to be copied, and I think it was on the minutes—that or a similar paper.

Q. Please examine that document.

299 A. This is an extract from the minutes of November 7th, 1860, made by me, and certified a true extract from the minutes.

(Marked extract, and filed this date by the examiner: "Extract from minutes of La. Board, &c., filed in connection with Mr. Foster's testimony by examiner.")

Extract from minutes of the La. board of trustees of American Printing House for the Blind of the session held November 7th, 1860.

Mr. Sherrod, the general agent, being present, made a verbal report. He estimated total subscriptions at $50,000. These had been obtained in four States—Mississippi, Louisiana, Kentucky, and Tennessee. That auxiliary boards have been organized in these States as well as in Missouri, Ohio, and Indiana; that above $25,000 of the subscriptions named have been realized in cash.

A true extract. Feb'y 15th, 1878.

(Signed) W. H. FOSTER,
Secretary.

300 Q. Have you any recollection how long after this conversation with Barrett it was before the certified copies of the acts of the legislature of Kentucky were sent on to us?

A. I do not. I do not think it was a month or two after that. I am not positive, though.

Cross-examination by Mr. MOÏSE:

Q. You are a member of the firm of Merrick, Race, and Foster, are you not?

A. Yes, sir.

Q. You are secretary and treasurer of the Louisiana board of trustees, are you not?

A. No, sir.

Q. What! only secretary?

A. Only secretary.

Q. Who is treasurer?

A. R. M. Walmsley.

Q. Up to the 16th of February, 1876, did your board make any effort to appropriate this fund to the purpose for which it had been donated?

A. We had made efforts to find out how it was proper to

301 appropriate any portion of it.

Q. State what those efforts were?

A. Correspondence with Sherrod, the original agent. The original agent of the whole enterprise on behalf of the blind was instrumental in organizing the first State boards, to wit, Mississippi and Louisiana.

Q. Did Sherrod tell you nothing of the Louisville house, the American printing-house for the blind at Louisville?

A. We had frequent correspondence—yes; and by oral statements when he was here.

Q. Did you write to that house at Louisville about this fund?

A. We did; I did, as secretary.

Q. You wrote to that house as secretary?

A. As secretary.

Q. Have you any copies of those letters?

A. No, sir.

Q. When were these letters written?

A. I don't recollect what dates.

Q. Were they written prior to the 16th February, 1876?

302 A. I don't know.

Q. Did you have any communication with the Louisville house prior to the 16th of February, 1876?

A. I think so.

(Mr. Moïse calls for the production of the letters, or copies of them, which he states he has.)

Q. What were those communications?

A. I don't recollect.

Q. Did you write to the house?

A. I have just stated that I think so. I wrote the house, if you mean individually.

Q. I ask you the question, Mr. Foster, did you write the Louisville house prior to the 16th of February, 1876?

A. I have said there that I think so.

Q. Have you in your possession copies of the letters which, as secretary, you wrote to the Louisville board?

A. I think I have copies of all the letters which I wrote to the

303 Louisville board.

A. I now ask you, will you look over the copies of the letters which you have, and produce those, if any, written to the Louisville house prior to the 16th February, 1876?

A. I can furnish such copies if I have them; if I have the copies.

(Mr. Moïse calls for the production of them.)

I think we had correspondence with them in regard to the purchase of books, perhaps.

Q. I want only such letters as were written to them, or copies of them, prior to the 16th of February, 1876.

A. I shall charge you a fee for copying them.

Q. Did you ever, prior to the 16th of February, 1876, let the Louisville house know that you held this fund?

A. I don't know; I don't recollect.

Q. At what date did you become aware of what is called in

304 this litigation the amendatory act of the Louisville house?

A. I don't know.

Q. Did this fund remain in the New Orleans Savings Bank from the time of its collection up to to-day?

A. From the time it was first deposited in the savings bank it remained up to to-day.

Q. When was the time it was first deposited?

A. Soon after it was reported to the board by the collector.

Q. About what time was that?

A. Well, I don't know.

Q. Make a guess at about how long you know it has been in the bank without any portion being taken out?

A. It was deposited there some time before the war.

Q. And has remained there ever since?

A. Yes, sir; with the exception of the expenses.

Q. What were those expenses?

A. Some of them were for stationery, and some for various
305 things; some were for litigation, and a portion of the five hundred dollars we had appropriated to buy books for the blind of Louisiana, the blind in the State.

Q. You stated that some was for litigation; was it costs of court or counsel's fees?

A. Counsel's fees.

Q. Who were the counsel?

A. Judge William Yerger, Judge E. T. Merrick and Colonel Wharton, I think, are the gentlemen.

Q. Is the Judge E. T. Merrick that you mentioned a member of the firm Merrick, Race and Foster, which you are a member?

A. Yes, sir.

Q. Did he solely and individually get that money, or did it go into the common fund of your firm of Merrick, Race & Foster?

A. I think it went into the firm, sir.

Q. Then, as a member of that firm, you received a pro rata of those fees?

A. I received a pro rata of the income of the firm, sir.

306 Q. As a member of that firm you received a pro rata of the fees paid Merrick, Race and Foster by the Louisana Board of Trustees, of which you are secretary?

A. No, sir; they did not pay Merrick, Race & Foster anything.

Q. They paid E. T. Merrick fees?

A. Yes, sir; E. T. Merrick is a member of the firm.

Q. You received your pro rata of the revenues of that firm?

A. Yes, sir.

Q. You stated just now that money went into the common fund; did not you receive, then, a pro rata of it?

A. I suppose I did; I stated maybe some of it had gone out for expenses of the fund; it went into the fund and I received my proportion of the fund.

Q. Was not the president of the bank a member of your board at one time?

A. Doctor William M. Mercier was one of the members of the
307 first organization of the board, and president from that time up to his death.

(Judge Merrick objects and desires that the counsel on the other side will state explicitly the object of the investigation in reference to the members of the board, of the members of the respective boards.)

He was president of the Louisiana Board from the organization up to the time of his death, and was at one time president of the Savings Bank; I don't know what length of time. I think during all the time that he was president of the other. That can be established by the records of the bank.

Q. Is not the president of the bank, that is the present president, a member of your board?

(Judge Merrick objects to the question as irrelevant, the cor-
308 poration is an independent being. Judge Merrick demands of the opposite counsel why the object of this testimony, and com-

plainant's counsel replies that he refuses to tell the object of the testimony, as he knows of no rule of law which compels him to let the opposite counsel know why he is introducing certain evidence. The examiner admits the question to be asked and answer to be given, on the ground that the future developements may show some connection with this question and answer bearing upon the case)

A. I don't know.

Q. You don't know whether Mr. Urquhart is a member of your board or not?

A. I do know Mr. Urquhart was a member of my board.

Q. Was not Mr. Thomas A. Adams the president of the Louisiana Board and director and vice-president of the bank?

A. I don't know.

309 Q. Is not the secretary of your board one of the counsel in this present case?

A. No, sir; the counsel, honorable E. T. Merrick, has in some instances, in signing the documents, used the name of the firm instead of his individual name, but the attorney elect appears upon our minutes Judge E. T. Merrick only.

Q. Mr. Foster, the name of Merrick, Race & Foster was filed, was written on the answer in the case of Foley, one of the donors of this fund, against your board; you will be kind enough to state to me whether as secretary of that board you held consultation with its counsel, Judge E. T. Merrick, on that case?

(Judge Merrick objects to counsel asking question in relation to a privileged communication. Point reserved.)

310 Q. Did you read the pleadings in the case of Foley against The Louisiana Board, and in the case of Dupuy against The Louisiana Board?

A. I don't recollect that I ever read them.

Q. Did not you know at the time those pleadings were filed what they were; what the suit was about, and what was the answer of your board?

A. I don't recollect that I did. I have known generally of the litigation that was going on.

Q. And its object?

A. Yes; the main object.

Q. Did not you know that that was a suit by the donors to recover back—by one of the donors to recover back the fund at the time donated?

A. I so understood it.

Q. Will you be kind enough to look at this brief and state in whose handwriting it is? (Brief marked K W.)

311 A. I don't know.

By the EXAMINER. All testimony in regard to that brief was ruled out.

Q. Was not the defense of your board to the suit of Dupuy, Valsin J. Dupuy, and Henry B. Foley, known to you?

A. I don't know that I understand your question.

Q. Was not the defense—I mean don't you know that there was a defense made?

A. Yes.

Q. Don't you know the nature of that defense?

A. I do not.

Q. Did not you hear of it?

A. Yes; I must have heard something of it; known generally the nature of the defense.

Q. Well, state generally what was the nature of the defense.

A. I can't state; I can't recollect. I should think the record will show the best thing. I have not had control of these cases; they
312 have been left to Judge Merrick entirely; he was the attorney.

By Judge MERRICK:

The defendants' counsel says that the record itself is the best evidence of the defense.

Q. Do you recollect if the greater portion of this fund was not collected by J. W. Richardson, of St. Mary's Parish of Louisiana, and deposited with your board in 1869?

A. I don't think that we received any from Richardson or anybody else in 1869.

By Judge MERRICK. Counsel means to ask 1859.

Q. Was not the greater portion of this fund collected by J. W. Richardson, of St. Mary's Parish, Louisiana, in 1859, and deposited with you at that time?

A. No, sir; it was not deposited with us; it was not deposited
313 at all. I think that the larger portion of the funds was collected; the original fund was collected by J. W. Richardson, and, as collector, reported to us, and paid over to our treasurer in 1859 and 1860.

Q. Do I understand you to say that the management of the litigation of the Foley and the Dupuy cases was left entirely in the hands of the honorable E. T. Merrick?

A. He was the only attorney that the association had.

Q. You, as secretary of the board, know nothing then of what defenses were made in that case; you left it entirely to the honorable E. T. Merrick?

A. Yes, sir.

Q. Did not Mr. Adams do the same sometimes?

A. Mr. Adams, as president, was in consultation with Judge Merrick, and sometimes I conveyed to him the wishes of the board as an officer of the board.

Q. Were there not meetings of your board held in the office of Merrick, Race & Foster?

314 A. When?

Q. At any time.

A. I think never.

Q. Are you aware of the fact that interrogatories on facts and articles in either one of the cases of Foley against The Board or of Dupuy against The Board were served upon Mr. Thomas A. Adams, the president?

A. I am not aware of that fact. It may have been or may not.

Q. Will you be kind enough to state to me in which way that you became aware of this act of the Kentucky legislature amending the charter of the board—the charter of the Louisville house?

A. I cannot recollect when I first become aware of the fact; as I have stated, the conversation with Barrett, I was aware of the fact at that time; the conversation he then stated that there was no material
315 change, they were working under the same constitution, but I had been made aware before by conversation with Mr. Sherrod, and by him, from him received the idea that they had changed materially the constitution, but from Barrett was informed that I had been deceived by Mr. Sherrod, and that they were working under the same; no material change.

Q. How long prior to the conversation held with Sherrod; was it a year, or was it six months, or was it two years?

A. I think it was over a year; it may be possibly over two years.

Q. Was it prior to the suit of the donors?

A. The suit of the donors?

Q. Yes.

A. That I first heard of it from Sherrod?

Q. Yes.

A. I think so.

Q. Then I understand you to say that prior to the suit of the donors you were aware of this amendatory act from Mr. Sherrod; did
316 you make any effort to get a hold of this amendatory act?

A. I don't recollect that I did.

Q. You stated that Mr. Sherrod told you that this amendatory act materially changed this charter. Do I understand you now to say, knowing that fact, you made no effort to get a hold of this amendatory act?

A. I don't recollect.

Q. Did you tell Mr. Thomas A. Adams what Mr. Sherrod had told you?

A. I don't recollect whether I told Mr. Adams. The matter was talked about. I think the whole board that were present understood the matter.

Q. Then, prior to the suit of the donors, I understand you to say that the whole board was aware of what Sherrod had told you about this amendatory act?

A. The whole of the board that were present, a quorum of the board that were there. A quorum of the board, I think, was aware of the representations of Mr. Sherrod that the Louisville Board had
317 changed the nature of its organization.

Q. Mr. Foster, would you, as secretary of that board, being aware of this fact which Sherrod had told you, or having this fact communicated to you, have failed to have told Mr. Adams about it? Do you think, as secretary of that board, that you would have withheld that information from Mr. Adams?

A. I think that it was communicated to Mr. Adams, and, if I am not much mistaken, in the presence of other members of the board; I think at the session of the board.

Q. Have you ever seen this amendatory act, Mr. Foster?

A. I think I have.

Q. You are not sure?

A. I am not certain; I think I have.

Q. Did not Mr. Barrett when he was on here demand the fund which the Louisiana board held of the house which he represented?

A. He made the formal demand.

318 Q. It was refused, was it not?

A. It was refused.

Q. You are the W. H. Foster who wrote to the Louisville board upon the institution of the suit of the donors, as secretary of the board, are you not?

(The letter to which counsel refers is on file in the sixth district court and is in the handwriting of the secretary of the board, the witness; copy of letter may be produced.)

A. I don't recollect anything about it.

It is agreed by counsels that the further taking of Mr. Foster's testimony shall be postponed until he returns, and that the taking of testi-

mony in this case shall be continued until the first rule day in June. Mr. Richardson waives being present at any future examination and the examination shall go on in his absence.

319 Adjourned to Saturday, May 11th, '78, 9½ p. m., by consent.

LOUISIANA BOARD OF TRUSTEES, &C.

SATURDAY, *May 11th*, 1878.

Witness for respondent, Thomas A. Adams, resumed.

Cross-examination of Mr. Adams continued.

Present, Honorable E. T. Merrick, E. E. Moise.

By Judge MERRICK:

On presenting Mr. Adams on the stand for further cross-examination, Mr. Adams desired to make an explanation—further explanation—in reference to Mr. Barrett's testimony, in reference to what had transpired between Mr. Barrett and the witness.

Counsel for complainant objects to being interrupted, on the ground that Mr. Adams is in his hands on a cross-examination; that the explanation to be given is an explanation of an answer on the direct

320 examination, and Mr. Adams can explain those answers when his redirect examination comes.

The examiner refuses to permit the question on the ground that the witness is in the hands of Mr. Moise on a cross-examination, and that the counsel for the respondent has no right to interrupt him during his examination.

Mr. ADAMS recalled.

Cross-examination continued by Mr. MOISE:

Q. Mr. Adams, prior to the filing of the suits by the donors for the recovery of the money which they donated, did your board make any effort to appropriate this fund for the purpose for which it was donated?

A. No, sir.

Q. You held this fund in your hands from the time you got possession of it up to the time the donors sued without having made a single

321 effort to apply it to the purposes for *for* which it was donated; is that true?

A. We deposited in the savings bank on interest, for the purpose of appropriating it as the donors, according to the donations, for the benefit, exclusively for the benefit of the blind. Our only purpose of retaining it there was for the increase of interest, and the final application for the benefit of the blind, with the exception of purchasing books for the benefit of the blind.

Q. Did you make any effort to apply this fund for the benefit of the blind, with the exception of your depositing it in bank, prior to the suit of the donors for its recovery?

A. Never have made any.

Q. Was your interviews with Mr. Barrett before the suit of the donors or after?

A. I don't recollect.

Q. Was Mr. Barrett down here, and did he have interviews with you before the donors sued or after?

322 A. I don't remember. The same question you asked me before.

Q. Did you ever, prior to the suit of the donors, let the complainant, the Louisville house, know that you had this fund?

A. I don't think we did; don't think we had any right to do so.

Q. When did you first become aware of the amendatory act—the amendatory act when spoken of here is the act of the legislature of Kentucky amending the charter or alleged to have amended the charter of the Louisville house, the complainant?

A. I don't remember the time, but was informed by the attorney; his manifesting very great surprise of that fact.

Q. What attorney?

A. Judge Merrick.

Q. Did this fund remain in the New Orleans Savings Bank from the day of its collection up to to-day?

A. No, sir.

Q. Where was it?

323 A. From the time we received it; it was not from the collection, because the date of the collection—we did not receive it perhaps for some time after it was collected, but the very moment we received it it was deposited in the savings bank.

Q. Are you aware of the fact that when the donors sued your board that your secretary, Mr. W. H. Foster, wrote to Louisville or to the Louisville house to find out if it was in existence?

(Judge Merrick objects, because the letter of Mr. Foster must be produced.)

A. No, sir; I don't remember Mr. Foster telling me of that.

Q. Did you, prior to the suit of the donors, make any effort to find out where the American Printing House for the Blind was?

A. I did not.

Q. Did your board?

A. I don't know that they did.

324 Q. When was it you first became aware of the fact that the American Printing House for the Blind was established at Louisville and in successful operation?

A. I can't tell; I don't remember. I was aware of the establishment early after our establishment, but I have no knowledge of its being in successful operation.

Q. Why was it you never made any effort to apply that money to the purpose for which it was donated, with the exception of your depositing it in bank and the purchase of those books?

(Judge Merrick objects, because it is assuming a fact, that it never was appropriated, and the witness, on the contrary, has stated that it was placed there for that purpose and the funds being increased.)

225 A. We thought it was the best appropriation for the benefit of the blind of the money at that time.

Q. Can you explain why it was you never told the Louisville house you had that money for them prior to the suit of the donors?

A. Yes, sir; we had no more obligation to notify them than the attorney here.

Q. Are you acquainted with W. H. Foster, your secretary of your board?

A. I am.

Q. Have you read the amendatory act?

A. No, sir.

Q. Have you ever spoken to any one about your testimony, and what you——

A. I think that I have never read it; I am not certain it was ever read to me; I don't think I ever saw it.

Q. I understand you, Mr. Adams, to say that you cannot swear positively that you yourself read it, but that you don't know or remember exactly but what it has been read to you?

326 A. Yes, sir.

Q. Do you recollect who read it to you?

A. I don't know that it was ever read to me. If it was, it was read over by the counsel or the secretary.

Q. You mean by the counsel, Judge Merrick?

A. Yes, sir.

Mr. Richardson present at 10.05 p. m.

Q. Do you remember when it was read to you?

A. No, sir.

Q. Was not it before the suit of the donors?

A. I am not certain it was ever read to me.

Q. Have you ever conversed with any one as to what testimony you would give in this case aside from your counsel, Judge Merrick?

A. No, sir.

Q. Did you ever converse with any one aside from your counsel

327 about this amendatory act?

A. I don't remember; I may have, but I don't remember.

Q. Did you ever read the answer of the Louisiana board of trustees to the bill of complaint in this case?

(Witness shown document and read to him by Judge Merrick.)

I want to know if you ever read that bill?

(By the examiner:

It is an improper question stating that he has read it, and the witness will not be allowed to be interrogated to impeach himself. Ruled out.)

Q. Mr. Adams, did you ever read the bill in chancery in this case?

A. I don't think I ever did.

(Judge Merrick objects to the question and answer.)

328 Q. Your board published a circular, in which it is said that they had used the money given them as intended, and had built a house at Louisville, Kentucky, and printed books. Did you use that money as intended; did you build a house at Louisville, Kentucky, and did you have *in* hand in publication any books?

(Judge Merrick objects to this witness being interrogated in regard to the contents of that circular, whether it was true or false, because the question has not been put at issue by the pleadings, and because the witness as president of the board has been called upon to answer on facts and articles, and the witness cannot be called upon to contradict anything that he said.)

(Examiner rules it out on the ground that the complainant has made the party a witness by proposing facts and articles, and that he

329 cannot be allowed to introduce Mr. Adams for the purpose of impeaching those answers to those interrogatories by his own testimony. If he wishes to do so, it must be by some other process. Counsel for the complainant has the right to appeal to the court whether the ruling in this case is correct or not.)

(Judge Merrick objects further *in* the question propounded to the witness; the matter assumed was not in the circular.)

Q. Does not your board, Mr. Adams, hold this fund in trust?

(Objected to by Judge Merrick. Examiner tells the witness to answer the question.)

A. We hold, as we believe, according to the charter, for the purposes, for the benefit of the blind.

Q. Is not your sole object, as individuals, to benefit the blind of Louisiana?

A. Yes, sir.

330 Q. If you had information before you that your present course of conduct was to their injury, would you not change it?

A. If I was convinced.

Q. That your present course of conduct was to injure?

A. I would.

Adjourned to Tuesday morning, May 15th, 1878, at 9½ a. m.

NEW ORLEANS, *May 14th*, 1878.

Present, Judge E. T. Merrick, E. E. Moïse.

Mr. Adams recalled for further cross-examination by Mr. Moïse.

Q. Mr. Adams, has not your sole object been to benefit the blind of Louisiana?

(Objected to by Judge Merrick. Examiner overrules the objection.)

A. It has.

331 If you had information before you that your present course of conduct was not for the benefit of the blind of Louisiana, would you change it?

(Objected to by Judge Merrick. Ruled out by the examiner.)

Q. If you had information before your board that your present course of conduct was to the injury of the blind of Louisiana, would you not change it?

A. I should do all I could to change it?

Q. Have you, or your board or any of its officers, so far as you know, ever made any effort to find out what would be for the best interests of the blind in this matter?

(Objected to by Judge Merrick. Objection overruled by the examiner.)

A. We had very frequent conversations, and have been unani-

332 mously of the opinion to keep this fund intact, on interest, and would be the best thing for the future benefit of the blind.

Q. Do I understand you to say that you and your board have come to the conclusion that it is for the best interests of the blind to hold on to the money and leave it in the bank to accumulate?

A. For the present.

Q. You stated in answer to an interrogatory yesterday that you held this fund according to your charter; if I am in error, I will be happy to be corrected; your charter states—at the last examination, in reply to the question, "Does your board hold this fund in trust?" you reply: "We hold, as we believe, according to the charter, for the purpose, for the benefit of the blind." Your charter states in effect that you held this fund for the purpose of establishing a printing house at Louisville, Kentucky, to print books in raised letters for the blind; you now

333 state that you intend to hold that money in bank, which would be best for the benefit of the blind at present. Do I understand you to say that you do not intend—your board—to establish a printing house at Louisville, Kentucky?

(Objected to by Judge Merrick, because these speculative matters are irrelevant to the issue, and the president of the board cannot answer

for what the board is going to do. Objection overruled by the examiner.)

A. I have not the least idea; that question has never been thoroughly before the board.

Q. Are you not aware, Mr. Adams, that the complainant herein, the Louisville Board, is in successful operation?

A. I am not aware.

Q. Did you ever purchase books from them?

A. Yes, sir.

Q. Did you see those books?

A. Yes, sir.

334 Q. Did not your review of them, did not your examination of those books, show that that establishment from which they came must have been in successful operation?

A. They might have; the printing house for the blind might have gone all to pieces after they had printed those books.

(Objected to by Judge Merrick.)

Q. What effort has your board made in the way of inquiry into whether or not this house was in successful operation?

(Objected to by Judge Merrick, and the examiner rules it out as irrelevant. Complainant reserves point for the court.)

Q. Mr. Adams, did not the individual members of your board pay for the books which you purchased from the Louisville house?

A. No, sir.

335 Q. Was there not a resolution passed by your board, stating that as a board you could not purchase those books, but it had to be done individually?

(Objected to by Judge Merrick.)

A. I don't remember such a resolution, and if there was such a resolution, they were matters connected with it that would make a thorough explanation.

Q. Don't you remember that it was proposed in your board to purchase books for the blind of Louisiana, and that your president, then Doctor Mercer, replied that as a board you could not do it, but as individual' you could?

A. No, sir.

(Mr. Moïse calls for the minutes of the board to show that resolution. Judge Merrick states he will produce those minutes when Mr. Foster returns. Mr. Moïse states a resolution to the effect that the members of the board as a board could not purchase books, but could do

336 so individually, and that the purchase of the books was done by them individually, if there be any such resolution during the administration of Doctor Mercer.

Q. Did not the president of the savings bank, in which this fund is deposited, employ counsel and paid them out of the money belonging to that savings bank to defend this case?

A. I am not aware of it.

Q. Are you not aware of the fact that John A. Campbell is paid and employed by the bank?

A. I believe he is not. The minutes of the bank will show. My impression is that he is employed by the board.

(Judge Merrick objects, because it is entirely irrelevant what has passed between counsel or who is engaged.)

Q. Mr. Adams, who has control of this fund?

A. What fund?

337 Q. Of this fund in bank; can't you remove it yourself, with

your secretary; don't you have control of this fund, as to where it is going to be disposed?

A. The board?

Q. Have you no control over it?

A. Only as a member of the board.

Q. Could you, as secretary, take that money and deposit it in bank to-morrow?

A. I don't think we could, sir. I know I would not.

Q. Don't you derive some advantage from having under control this fund?

A. Not one dime.

Q. Don't you have a privilege in borrowing money from that bank derived from the fact of your having control of that thirty thousand dollars in there?

A. Not one cent would I; on the contrary, exclusive of the charter of the bank, I could not, with your endorsement, get one cent out of them.

Q. Have you not, having control of that thirty thousand dol-
338 lars, having the privilege there, by your control, borrowed money for the insurance company of which you are president?

A. No, sir; I have borrowed money by the—the present insurance company has borrowed money and gave collateral security.

(Judge Merrick objects to all further examination.)

Q. Has your board a bank-book?

A. Yes, sir.

(Mr. Moïse calls for the production of the bank-book.)

It is not in my possession. It is in the treasurer's control.

Q. Does the bank pay interest on that fund now?

A. No, sir; since the introduction of this suit, or just before, the bank has been anxious for the last few months to get rid of it.

339 Q. Mr. Adams, are you sure that your answers to the interrogatories, which you have been questioned on heretofore, were not made prior to Mr. Barrett's visit?

A. What interrogatories?

(Explained to by Judge Merrick: In the Foley case and the Dupuy cases in the district courts.)

A. I don't remember, for I have nothing to fix the dates in my mind.

Q. Mr. Adams, you stated here one morning that you had some explanation to make about the answer you had given on your direct examination; please make it now.

A. In what connection, sir?

Q. In connection with an answer which you gave in regard to Mr. Barrett, if you remember.

A. I wish my testimony to be exact, according to the best of my knowledge. I stated in answer that three or four answers had been given by me to Mr. Barrett. I' occurred to me afterwards that at one time I thought that he was too inquisitive, and as a director
340 of the board I was not authorized to answer some questions in relation to the proceedings.

Redirect examination by Judge MERRICK:

(Letter shown to Mr. Adams, dated Nov. 21st, 1876.)

Q. Do you remember having handed that to me, and having received it?

A. Yes, sir.

(Letter addressed to John H. New by Messrs. Richardson and Magruder.)

Q. Your endorsement is on it.
A. I see it, sir.
Q. Can you, by reference to any endorsement on it, state the time it was handed to you?
A. Stated here on the 22d of November.
Q. Who handed it to you?
A. Major New.
Q. John H. New?
A. Yes, sir.
Q. The counsel?
A. Yes, sir.

(Offered in evidence, by Judge Merrick, for the purpose of
341 showing the collusion charged in the answer between the transfer of the American Printing House for the Blind and the donors and their counsels. Mr. Moïse objects to the letter being offered for any special purpose. The examiner allows the letter to be offered without any remarks. Reserves the point as to the admissibility of the document for any special purpose.)

Letter marked B. J.—Filed by examiner May 14, '78.

(Copy.)

[Office of Frank L. Richardson, attorney at law, 54 Camp st.]

NEW ORLEANS, LA., *Nov. 21st*, 1876.

JOHN H. NEW, Esq.,
Att'y at Law, New Orleans, La.:

DEAR SIR: We are informed that the Board of Trustees of the American Printing House for the Blind, of which Thomas A. Adams is president, refuses to pay over the sum collected by them for the
342 American Printing House for the Blind at Louisville, Ky., represented by you, because it is claimed by the donors whom we represent, and that they have declared repeatedly that you are legally entitled to the fund. In order to remove every obstacle in the way of this money being paid to you, we do hereby agree to withdraw and discontinue all the suits brought by us against said La. Board of Trustees and to release them from all demands and claims to said fund as the donors thereof, on their paying over to you all the funds now in their possession and which they hold as trustees for the house represented by you.

Yours, respectfully,
(Signed) RICHARDSON & MAGRUDER,
Att'ys.

Q. Mr. Witness, I show you another letter (hands document to witness marked "Richardson and Magruder, R. M."). Do you remember having handed this to me?
343 A. I think I did, sir.

(Offered in evidence by Judge Merrick, document marked "Richardson & Magruder, R. M."

Mr. Moïse objects, as the document here offered is against the *the* complainant, the Louisville board, it being irrelevant.

The examiner rules out entirely so far as it concerns Mr. Moïse, but so far as the clients of Richardson and Magruder you can file it and re-

serve the point for the court as to its relevancy in regard to complainants.)

Q. Did you make this memorandum February 28th?

(It is admitted that it was received about the time as endorsed on the back in the handwriting of Judge Merrick.)

Document marked "Richardson and Magruder, R. M."—Filed by examiner, May 14th, 1878.

THOMAS A. ADAMS, Esq.,

344 *President La. Board of Trustees of the American Printing House for the Blind:*

SIR: We have been informed that your board proposes to transfer the funds contributed in this State for the establishing of a printing house for the blind to an institution in Kentucky not answering to the conditions of your act of incorporation.

We now give notice on behalf of the parties represented by us, that, in event of such a diversion of funds, we will hold the members of your board individually liable for the amounts by them contributed.

Very resp'y, y'rs,

(Signed) RICHARDSON & MAGRUDER,
Att'ys.

(Endorsed:) Richardson & Magruder. Handed E. T. M. Feb. 28, 1876. Notice not to pay over.)

345 Adjourned to Thursday morning at 9½ a. m.

MAY 16*th*, 1878.

LOUISIANA PRINTING BOARD FOR THE BLIND,
New Orleans, May 16th, 1878.

Examination resumed.

Present, Hon. E. T. Merrick, E. E. Moïse.

Mr. Richardson, having waived, being present.

Mr. ADAMS, recalled by Judge Merrick:

Q. Do you hold any relation to the Crescent Mutual Insurance Company as an officer or otherwise towards the Crescent Mutual Insurance Company?

A. I am president of the Crescent Mutual Insurance Company.

Q. How long have you been president of that company?

A. Twenty odd years. Twenty-seven or twenty-eight years.

Q. In relation to the borrowing of money spoken of in your
346 cross-examination, was it the insurance company that borrowed the money or yourself individually or any other of the directors; how was it?

A. The Crescent Mutual Insurance Company?

Q. Yes; borrowed money.

A. Yes, sir.

Q. Was it a safe institution at the time it borrowed money?

A. We gave unquestionable collateral; we gave proper security.

Q. At the time that the money was placed in the Louisiana Savings Institution, what was the character of that institution at that time for solvency?

A. We thought it safe, sir.

Q. How did it compare with other institutions?

A. I never made any comparison.

Q. How was it in regard to the income, or the accumulation of inter-

est from the investment; was that investment there as good as
347 any other investment would be if as equally as safe; was that as good an investment as you could make?

A. We thought so.

Q. If I am not mistaken, I think you said it was invested at six per cent. interest, payable semi-annually?

A. No investment made of that kind; the bank declared that if they did not declare but two we received two, or eight we received eight; but they did declare six, and that was placed to the credit of the account every year, and that was on interest.

Q. I will call the witness' attention to this resolution of December 7th, 1860.

(Hands witness document, who reads aloud:)

Was not, at that time, Mr. Sherrod more familiar with everything that had been done in Louisiana than any other person, as far as you have the means of knowing?

A. I think he was.

348 Q. Was there any injunction on him on the part of your board, or any other person, to prevent him from communicating all the facts that he knew in relation to it?

A. No, sir.

Q. This Kentucky board, or any other board?

A. No, sir.

Q. After the commencement of the suit by donors, was the fact first communicated to you by Judge Merrick that the act of the Kentucky legislature had deprived your board of the power it had over the fund under the charter of the old American Printing House for the Blind, the end of 1861 it was?

A. I say yes, sir; it was after.

Q. Can you say whether I communicated it first to you?

A. Yes, sir; you communicated it to me first.

Recross-examination by Mr. MOSÏE:

349 Q. Do I understand Mr. Adams to say that these amendatory acts of the legislature of Kentucky, alleged to amend the charter of the Louisville board, were communicated to you—that is, the fact of its existence was communicated to you by Judge Merrick?

A. Yes, sir.

Q. Prior or after the suit of the donors?

A. After.

Examination of this witness here closes.

Further examination postponed until Friday, May 17th, 1878, 9½ a. m.

Part third.—Filed June 14th, 1878.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C. } No. 7867.

Testimony taken on behalf of respondent, the Louisiana Board
350 of Trustees, before E. D. Craig, esq., special examiner.

E. E. Moïse, esq., for complainant.

Hon. E. T. Merrick, for respondent.

NEW ORLEANS, *May 17th*, 1878.

Examination resumed.

Present, Hon. E. T. Merrick, E. E. Moïse, F. L. Richardson, as an attorney and witness.

Mr. RICHARDSON recalled.

Direct examination by Judge MERRICK:

Q. Mr. Richardson, have you in your possession the letter or a letter which was used on the trial of the exception in the Dupuy case in the sixth district court of Louisiana, addressed to you and your partner, or to you and your partner and Mr. Hunton, or some other party, wherein John H. New, as counsel for the American Printing House for the
351 Blind, stated that he had no objection to your prosecuting that suit on the part of Dupuy, or any similar letter, similarly addressed or with similar contents?

A. I have not; none of my firm that I know of. I have examined among my papers and have not found any such letter. I did have such a letter and filed it in court, in the sixth district court, in the case of Valsin J. Dupuy versus the Louisiana Board of Trustees, and so forth. Since filing that letter I have never seen it. Witness presumed that the letter was still in the record, was not aware of its being taken out until questioned to produce it. Frequently looked among papers in the record; the record is very large, and he has never examined all the papers of the record.

Cross-examination by Mr. MOÏSE:

Q. The letter, Mr. Richardson, to which you refer as being on
352 file in the court, is it a letter in which anything is mentioned about the counsel, John H. New, having no objections to your prosecuting this suit, or is it a letter in which the counsel, John H. New, positively refused to be made a party in the sixth district court?

A. My recollection of the letter, John H. New, counsel for the American Printing House for the Blind of Louisville, Kentucky, simply declined to become a party to that suit.

Q. Mr. Richardson, what I want from you now is whether, to your recollection, there is anything in that letter which said that John H. New, as counsel for the Louisville board, the complainant, did not object to your prosecuting that case; if there is anything relative to that fact of your not prosecuting that case was in the letter, completely, simply, and solely to his declining to be made a party, was it in that letter?

353 A. I don't know that there was anything else but that in the letter, but he declined to become a party. I am certain that he declined to become a party to the suit in that letter, and that was the object of the letter.

Counsel for complainant, under protest, makes Mr. Richardson his witness.

LA. BOARD OF TRUSTEES, &C.,
N. O., May 30th, 1878.

Witnesses for the La. Board, &c., W. H. Foster, resumed.
Judge E. T. Merrick.

NEW ORLEANS, *May 30th*, 1878, 3 *o'clock p. m.*

Examination of Mr. FOSTER resumed.
All parties having been notified,
Present: Hon. E. T. Merrick, E. E. Moïse.
An adjourned meeting from 9½ o'clock a. m. this 30th day of May, 1878.

Judge Merrick offers in evidence envelope and circular, with

354 post-mark, addressed to J. N. Howell, or H. S. Howell, Caddo, Louisiana, marked Howell, P. 2.

Envelope marked Howell, P. 2, addressed "J. N. Howell, or H. S. Howell, Shreveport, Caddo, La."

Circular.

References: Pike, Brother & Co.; A. Balwin, president New Orleans National Bank.

NEW ORLEANS, *Feb. 7th*, 1876.

Mr. J. N. HOWELL & H. S. HOWELL:

SIR: In 1860 you made a small donation to a corporation established for a charitable purpose, which donation was to be returned to you if a sum sufficient to accomplish the purposes of the corporation was not raised within a certain period.

This donation having been forfeited by the said corporation, we
355 can recover it for you, with interest, if you will sign and return the agreement hereto annexed.

Respectfully, yours,

RICHARDSON & MAGRUDER,
Attorneys at Law, No. 54 Camp Street.

I promise and agree to pay to Messrs. Richardson & Magruder fifty per cent. of any and all amounts recovered by them for *for* me from "The , they to bear all costs and expenses of recovering said amounts. I authorize them to compromise my said claim before or after suit, if they deem said compromise for my interest and advantage.

W. H. FOSTER cross-examined by Mr. MOÏSE:

Q. I call for those letters, Mr. Foster, if you have them.

A. There is a copy of my letter-book.

Q. I don't think this is the letter I asked for. Is this the only
356 one which you have prior to the sixteenth of February, 1868?

A. That is the letter which Mr. Foster presents, which is called for in the interrogatories (letter marked J. W. H).

Letter marked J. W. H.

DEC. 22*d*, 1872.

B. H. HUTTON, Esq.,
Sec'ty Am. Printing House for the Blind, Louisville, Ky.:

DEAR SIR: Your favor of Dec. 11th is at hand, and contents noted, but board of trustees are not in condition at present to appropriate funds to any purpose. When the board meets your communication will be laid before them. Though not authorized to speak on their behalf, I may add that the change in your charter may be found upon examination, probably, to seriously change the relations of our board to yours.

Our board will probably have a meeting in course of the coming spring.

(Signed) W. H. FOSTER,
Sec'ty, &c.

A true copy from letter-book.
357 May 30th, 1878.
(Signed) W. H. FOSTER.

Q. Is this the only letter or copy of which you have written to the Louisville board prior to the sixteenth of February, 1876?

A. Except in regard to the purchase of books for Patrick Lane, or except letters in reference to the purchase or pay for books.

(Judge Merrick objects to the letter as evidence on the ground that the letter of witness on his own behalf could not bind the corporation. Examiner overrules the objection and permits the letter to be received in evidence.)

Q. Mr. Foster, I see here that you have signed this as secretary of that corporation; did you write that letter in your official capacity?

A. I wrote it as secretary, sir.

358 (Mr. Moïse calls on witness for the resolution of his board as asked for.

The resolution is not produced, not yet having been copied.)

Q. Was not the complainant herein, the Louisville house, printing books and in operation nine years from the date of your incorporation in 1859?

A. Nine years after that would bring it—to where?

Q. 1859 would bring it to 1868.

A. They were printing some books before, previous to that. I think so.

(Mr. Moïse calls for the bank-book, and Judge Merrick replies, We have not got the book as yet. It will be produced at another time.)

Q. Mr. Foster, when you issued the circular in reply to the circular of Messrs. Richardson and Magruder, did you know anything of the Louisville house?

A. Yes, sir.

359 Q. Did Mr. Barrett call at the office of Merrick, Race and Foster to see you?

A. Mr. Barrett did call at the office of Merrick, Race & Foster to see me and saw me.

Q. Did he see Judge Merrick and speak to him?

A. When do you speak of?

Q. At any time. Did he ever call?

A. I think he spoke to Judge Merrick on some occasion at the office. He was at the office more than once.

Q. Did you make any effort to find out where the American Printing House for the Blind was, or if it was in existence prior to the suit of the donors?

A. Yes, sir.

Q. When was it you first became aware of the fact that the American Printing House for the Blind was established in Louisville and in operation?

A. What do you mean by operation?

Q. Printing books.

A. I don't recollect what date.

360 Q. Did you make any effort to apply that money to the purposes for which you are organized?

A. I think that question is answered there, was answered there.

Q. Did your board make any effort to apply the fund for the purposes for which the board was organized?

A. I don't know that I understand that question exactly.

Q. Your board was organized for the purpose of establishing a printing-house at Louisville, Kentucky. Have your board——

(Judge Merrick objects.)

Q. Was your board established for the purpose of erecting a printing-house at Louisville, Kentucky?

(Judge Merrick objects on the ground that the Mississippi charter, the Kentucky charter of 1858, and the Louisiana charter can explain.)

Q. Your charter says in its preamble that it is contemplated
361 to establish at Louisville, in the State of Kentucky, a publishing house, to print and publish books in raised letters for the use of the blind in the United States. I see here that the object of this association and corporation shall be to raise funds for and otherwise to aid in the permanent establishment and successful management at Louisville, Kentucky, of a publishing house for the printing and publishing of books in raised letters for the use of the blind in the United States. Now, Mr. Foster, has your board in any way made any effort to establish, to aid the permanent establishment and successful management of a house for the printing and publishing of books in raised letters for the use of the blind at Louisville, Kentucky?

A. Yes, sir.

Q. Tell me what it has done.

A. Employed agents through the State to collect money; after
362 collecting that money to take care of it and preserve it through the war in bank, where it was drawing a large per cent., accumulating to the best advantage. After the war we learned from Mr. Sherrod that the publishing—the board of trustees at Louisville had changed their charter, making material changes which affected the whole institution, and Mr. Sherrod had withdrawn entirely his connection from it; so had the parent society, the first and the original one organized in Mississippi, and he had established another institution called the American Publishing House and American University for the Blind, in the District of Columbia, and he mad' application for the fund for that house. The Louisiana board of trustees of the publishing house for the establishment of a printing house for the blind, realizing that they were not in a condition to pay over to any one, made no further
363 efforts to operate with either the house at Louisville or the house at Washington, held intact our funds, increasing them to the best of our ability.

Q. Did you ever make any effort to apply this fund for the purpose of establishing a house for the printing of books for the blind at Louisville, Kentucky?

A. No further than I have said in my previous answer, preceding answer.

Q. Are you acquainted with the attorney of the Louisiana board of trustees?

A. The Louisiana board of trustees?

Q. The attorneys in this suit.

A. I don't know that they have but one, sir; Honorable E. T. Merrick is the attorney for the Louisiana board of trustees.

Q. Is not John A. Campbell the attorney of the Louisiana board of trustees?

A. Yes, sir, I believe he is; he has been engaged since.

Q. Who engaged him?

A. I think possibly the president of the board.

364 Q. The president of the board engaged him for the board?

A. Yes, sir, for the board.

Q. Who is president of the board?

A. Mr. Adams; I don't know really how he was engaged; but I presume by the president of the board.

Q. Is there any resolution of the board authorizing his being employed?

(Objected to by Judge Merrick. The examiner rules the question out; point reserved.)

Q. Can you explain why it was that you never told the Louisville house you had that money for them until the suit of the donors?

A. Well, I don't understand that I have said that I did not tell them anything of that kind there.

Q. Did you ever tell them that this fund was in your hands until the suit of the donors?

365 A. I don't think I have ever told them before or since; I think that they were aware of the fund before and since. The letter that I have offered there shows that they understood of the funds that way.

Q. This letter, Mr. Foster, dated the twenty-second of December, was that written at the instance of the board of trustees or on you own responsibility?

A. On my own responsibility. The board was not convened. It states itself that I wrote it on my own responsibility.

Q. Have you any recollection of this letter ever being shown to E. T. Merrick, the counsel?

A. I don't think it ever was, sir.

Q. Was not Mr. Sherrod, when he was acting in 1860 or before the war, acting as a general agent for the different houses, contemplating getting up this great printing establishment?

A. Different States?

Q. Yes, sir.

A. Yes, sir, he was first appointed agent by the Mississippi board, which was the first board organized; on the letters from that
366 board he came to New Orleans, and the Louisiana board was organized and they appointed him their general agent, and under his general agency, the Mississippi board and Louisiana board, he formed several other organizations in various other States, including the organization at Louisville.

Q. Was the object of these institutions to establish a printing-house to print books in raised letters for the blind as the main object, or was it to establish such a house at Louisville as the main object of superintending?

(Judge Merrick objects on the ground that the charters of the institutions will show what their object was, and that no corporation can apply its funds or have any object contrary to or in conflict with the object stated in their charter. Point reserved.)

367 A. The main object was to establish a house for the publishing of books in raised letters for the blind. Louisville was the place first fixed upon. Afterwards, because of some changes in the Louisville board, the Mississippi board struck out Louisville from their charter and applied to us to do the same. A resolution was passed the board to that effect. They never carried it out by changing the charter.

Q. State what was the purport of those conversations.

A. Well, Mr. Barrett, at the office, to my remark that Mr. Sherrod had represented their charter had been materially changed, stated that it was not so. He used stronger language than that, that the charter had not been materially changed; it had been amended, but not materially changed; they were working under the same charter and he said
368 some pretty hard things about Mr. Sherrod and his character not worthy of credence, and so forth.

(Complainant offers in evidence the charter of the Louisiana board of

trustees, the admissions of Mr. Adams in the case of Foley versus the Louisiana board.

Judge Merrick objects to the introduction of that, because it is already offered in evidence, and because what the president of the board answers under oath to interrogatories propounded by third parties cannot bind the corporation. The examiner permits the document to be received in evidence.)

Judge E. T. MERRICK, sworn for the Louisiana board of trustees, says:

Some time in the month of February, I think it was 1876, I was employed by the Louisiana board of trustees as their counsel and
369 lawyer in reference to the litigation which was then commenced or about being commenced. I understood that I was employed personally; that is, I was employed independent of the firm, or as an individual. Some cases were placed in my hands by the president of the company handing over to me papers that had been served on him as president of the Louisiana board of trustees. Among these were the following cases, and the dates that they are entered on the docket of Merrick, Race and Foster will probably show about the time or within a few days of the time when these cases were handed to me:

A case of Louis Bush, which was docketed on the nineteenth day of February, 1876. The case of Gillis and Ferguson was placed on the docket on the twenty-first of February, 1876. In that particular case,
I think on the twenty-eighth of February, 1876. The case of Val-
370 sin J. Dupuy on the twenty-sixth of February, 1876. The Foley case, I have omitted the date when it was docketed, but in the Foley case the answers to the interrogatories were filed on the thirteenth day of March, 1876. The answers of Mr. Adams, the president. The case of the State of Louisiana against the Louisiana Board of Trustees was placed on the docket about the eleventh day of March, 1876.

It is agreed here that the time be extended for the taking of testimony to the eighth day of June, inclusive.

Adjourned to Saturday, June 1st, 1878, at 9½ p. m.

LA. BOARD OF TRUSTEES, &C.
N. O., June 1st, 1878.

Witness for respondent, Judge E. T. Merrick resumed.

SATURDAY, *June* 1st, 1878.

Present, Hon. E. T. Merrick, E. E. Moise.

E. T. Merrick resumed.

371 At the time I was retained in these suits, I had very little information of the condition of the corporation known as the Louisiana Board of Trustees of the American Printing House for the Blind, and I set myself to investigate the condition of affairs and ascertained what was needed for the defense of the various suits which had been instituted on the part of certain persons claiming to be donors for the recovery back from the corporation the amount of the alleged donations with the compound interest that had accumulated on the same. The points made against the Louisiana Board of Trustees were the alleged non-compliance with two conditions in the fifth clause of the charter of that company, namely: That twenty-five thousand dollars had not been raised in seven years,
nor had the printing house been established, or the publishing
372 house been established in nine years. These were the allegations made against the corporation.

Owing to the large amount of business imposed on the president of the company in his capacity as president of the Crescent Mutual Insurance Company, and Mr. Foster in his professional business as a lawyer, I had no very numerous conversations with them in regard to the matter, and investigated the question as well as I could.

One of the first inquiries was, whether the twenty-five thousand dollars had been raised, and to ascertain that it was necessary to make inquiries of what was represented to be the American Printing House for the Blind at Louisville, and also inquiries were made in regard to the building, whatever it was, that this Louisville house had. About
373 the time that these interrogatories, signed by Mr. Adams, a copy of which is on file in this case, were filed and the interrogatories on facts and articles, a Mr. Barrett, who has testified in this case, came to New Orleans and I had frequent conversations with him while here. He in these conversations was freely informed by me of what I knew as to the fund. He was informed that there was thirty thousand two hundred dollars in the Louisiana Savings Institution, and my conversations with him were frank, and as far as I can remember now nothing was withheld from him that I knew of in relation to this fund.

On my inquiring of him whether the present board of the American Printing House for the Blind was the same institution and created by the charter granted by the legislature in 1858, he assured me most positively that it was. That it was the same institution. I think
374 I had heared something said about the objections made by a Mr. Sherrod. He spoke very disparagingly of Mr. Sherrod and assured me that this was the same original corporation.

Among other thing this resolution which is on file in this case marked "D D" was presented to me or shown to me according to my recollection by Mr. Barrett and probably before it was handed to the president of the Louisiana board.

These conversations with Mr. Barrett and the character of the gentleman he represented made such an impression on me at that time as to induce me to think that it was the same corporation. At this time I had not seen the authentic copies of the acts of incoration of the Kentucky board nor compared them. Under this impression I
375 conversed with Mr. Adams, president of the other board, in regard to what answers I thought he ought to make to the interrogatories and what answers or exceptions to be filed in the cases in court.

I had no communication on this subject with the board of trustees as a board. The business was transacted between Mr. Adams and myself and under the explanations which I gave the interrogatories on facts and articles, in evidence her', were prepared and filed.

I still continued of this opinion and went so far as to ask Colonel New, of the firm of Hays & New, to assist me in the defense of the exceptions which I had filed in the case of Valsin J. Dupuy against the Louisiana board in the sixth district court of New Orleans, and I had one or more interviews with him on the subject of the defense of the case. The authentic copies of the two acts of the legislature of
376 Kentucky, the one of 1858 and the one of 1861, were returned with commissions on the twenty-ninth March, 1876, some days after the filing of the answers of Mr. Adams referred to. Accompanying those authentic copies were the depositions of William D. Bullock, who has testified in this case.

The second interrogatory propounded to him and his answer in that case as follows: "Has the printing house contemplated in said charter

ever been established; if yea, where and when was it established?" He says: "Yes, sir; the trustees named in its charter met at Louisville, February the twelfth, 1858, and elected officers. Stated meetings had been held ever since by its board of trustees, and press, type, paper, and other materials for printing purchased in 1863. In February, 1864, the trustees of the Kentucky institution for the education of the blind offered to the trustees of the American Printing House
377 certain vacant rooms in the building occupied as a state school for the blind, which offer was at once gratefully accepted." I read this and the other answers to the interrogatories and had the opinion which had been induced by my conversations with Barrett confirmed by these answers.

If I looked at the acts of incorporation they were simply to see the general outlines, and that they were properly authenticated.

At the time the answers of the defenses were filed in the case above named, and the answers of Mr. Adams to the interrogatories on facts and articles, the brief referred to by Mr. Richardson in his testimony, and some pages of which are filed here, was not seen by defendant's counsel, by me, and I don't believe it was printed until some considerable time after the answers, after the return of the commission
378 which contained the two acts of incorporation. Even after I saw the brief I did not think that it contained anything particularly important, and it was not according to my recollection critically examined until on one occasion in the argument of the case in the superior district court, I took it up for the purpose of examining these points and making defense to them, as I had supposed there would be no trouble in doing so as I was relying on the statements of M. Barrett.

It was in the argument of the case that I first perceived the difficulty. In all probability the brief which is filed as drawn up by myself was done on the statement of the evidence of the witnesses without any critical examination of the two acts of incorporation.

I supposed it would be the duty of the court, however, to de-
379 cide the case on the testimony in the record before it.

According to my recollection the issue in all the cases was whether the twenty-five thousand had been raised by the different boards in the seven years, or whether the printing-house had been built in nine years, the publishing-house had been built in nine years.

As respects the letter testified to by Mr. Richardson, which was produced in the sixth district court, I have a very clear recollection of the tenor of a portion of it. The purport was to this effect, that Mr. New, the counsel for the American Printing House for the Blind, stated that he had no objection to Messrs. Richardson & Magruder or the plaintiff prosecuting that suit in the sixth district court, and the statement in the letter was used as an argument to show that they had no ob-
380 jection to the prosecution of the suit. If it contained a clause mentioned by Mr. Richardson it made little or no impression on my mind, because the American Printing House for the Blind had not intervened in the suit, at any prior time had never threatened to intervene that I remember, and I think at the time when I was in communication with Mr. New that I thought it was not advisable for him to intervene in that suit.

I was very anxious to have a suit instituted in which all parties in interest, or claiming an interest in the fund, should be made parties to the suit. It was not possible to know but some one of the numerous courts in which these claims had been set up might hold that a donor might institute a suit and maintain it without making the other corpora-

tions or donors parties to it. Such an event would be very dis-
381 astrous to the corporation, to the defendant, because it would allow the whole fund to be dissipated by individual suits, and there would be no means of having such decisions reversed by the appellate court. I was anxious that all parties should come into the controversy in this court and in this suit.

I have understood that honorable John A. Campbell was retained by the Louisiana board as associate counsel and with me in this case, and I have consulted him in said capacity. The suits have been under his and my direction, and have not been controlled by any other member of my firm except myself.

What I received by the way of fee was carried, as I was in the habit of doing such fees, into the general treasury of the firm.

I think some year ago I was also retained for this board in regard
382 to a large legacy that had been bequeathed. This retainer was in connection with Judge William Yerger and another gentleman. After having consultations with Mr. Yerger on the subject, it was agreed that that suit should be commenced in the circuit court of the United States of the district of Mississippi.

It was understood that I was to assist in Louisiana in giving such advice and assistance and attention to getting up proofs as would be useful in the case. In addition to the suits which I have mentioned, I thought it my duty to institute suit in the sixth district court of New Orleans for the purpose of enjoining Messrs. Richardson & Magruder and Mr. Hunton from bringing other suits and jeopardising the funds in the hands of the Louisiana board of trustees by their litigation.

383 The injunction in this case was granted. Nat. Cropper and Dupuy, who were represented to be absentees, had Messrs. Richardson & Magruder appointed to defend them as curators ad hoc.

Mr. E. E. Moïse was appointed to defend the American Printing House for the Blind. This suit was also considered by me the more necessary, because I did not, could not, see very well how the circuit court of the United States could issue an injunction so as to affect the suits that were then pending in these different State courts, and it seemed to me that the jurisdiction of the State courts might be used in aid of the jurisdiction of the United States court in this case.

The suit was dismissed on exceptions by the sixth district court, an appeal was taken to the supreme court; after this appeal was taken, the judge of the sixth district court made an allow-
384 ance ex parte of one hundred and fifty dollars to Mr. Moïse for services as curator, and to Messrs. Richardson and Magruder two hundred and fifty dollars, and one hundred dollars to Colonel A. L. Tucker. A motion was made to dismiss the appeal by Messrs. Richardson & Magruder and Hunton. I was obliged to file briefs on this motion, and I also applied to the supreme court for a writ of prohibition against the judge of the sixth district court, prohibiting him from issuing execution on the ex parte orders.

Some time after the issue of the subpœna in this suit in the circuit court of the United States, I was spoken to by Mr. Hunton, perhaps one or both members of the firm of Richardson & Magruder, in regard to a compromise which I understood from them they had entered into with Messrs. Hays & New in reference to the funds in the hands of the Louisiana board of trustees.

385 The terms of the compromise were perhaps not fully communicated to me, but, from the conversation I had, I was lead to un-

derstand, I was lead to believe that the agreement was between Messrs. Richardson & Magruder and Hunton on the one part, and Colonel New on the other part, to divide the fund in some manner between the two sets of claimants. The point that I remember distinctly was that they proposed to leave in the hands of defendant fifteen hundred dollars to pay the defendant's counsel for professional services in these cases. I did not agree to the compromise as Mr. Richardson supposes. He is under a misapprehension in regard to it. What I stated was this, that I had rarely opposed compromise between parties, but, in this instance,

386 I would myself agree to a compromise, but would submit it to the board, and if they agreed to the compromise I should not oppose it, or something to that effect.

I remember distinctly declining to enter into any engagement of a compromise in any form on my part, and distinctly saying that whatever compromise was made had to be referred to the board and they must agree upon it.

After this compromise was spoken of and rejected by the Louisiana Board of Trustees, I never received in the defense of the suits in the State courts any further assistance from Colonel New in the defense of the suits brought by the so-called donors. After the rejection of the Louisiana Board of Trustees of the propositions, on one occasion a member of the firm of Messrs. Richardson and Magruder—I think it was Mr.

387 Richardson—said to me in substance that they (Richardson & Magruder) were safe, for it did not matter whether the American Printing House for the Blind succeeded or the donors.

He gave me to understand that the result either way would be favorable to them. I so understood him. In this suit Messrs. Richardson and Magruder and Hunton and Mr. New acted in concert in a motion that was made to cause the funds in the Louisiana Savings Institution to be deposited in the United States circuit court.

I received no assistance from the counsel of the American Printing House for the Blind in the injunction suit brought in the sixth district court, and, in fine, as far as I can perceive, if any influence has been used it has not been to protect this fund from the donors from the numerous suits threatened to be brought by the donors; it has not been shown by the American Printing House for the Blind or its counsel towards me.

388 In reference to the compromise, before it was acted upon by the Louisiana Board of Trustees I had some conversation with Colonel New in reference to it, I think; I am pretty sure I had the conversation.

I don't think that the terms of it were communicated by him to me, but my recollection is that he asked me if the board had acted on the proposition, and my recollection is that he was somewhat impatient of the delay; but what I knew in relation to it was communicated to me more fully by Mr. Hunton, and probably some member of the firm of Richardson and Magruder.

In reference to the preparation of the defences to be filed in the suits brought in February and March, 1876, by persons calling themselves

389 donors, in the magistrates' courts, in the fifth district court, in the sixth district court, and in the superior district court, the citations required an answer or exception in ten days after the service thereof, and the necessity of filing these papers so soon did not give me much opportunity for examination. Such exceptions were to so many suits drawn up with such full information as might have been had if the parties whom it was necessary to consult had not lived so remotely as

the city of Louisville, the city of Jackson, Mississippi, and the city of Washington.

On the twenty-eighth of February, 1876, I wrote to B. B. Hunton, superintendent and secretary, and stated to him that the Louisiana board had a fund; I stated to him that suits were brought by donors, and that there was large amounts, say, thirty thousand dollars in the subject of the contest. This letter is probably in the possession of the complainant. It will be perceived by it that the amount of funds
390 in the hands of the Louisiana board was communicated to him.

I wrote Mr. Barrett on the fifteenth of March, 1876, in which I asked him for certified copies of the acts of incorporation. This letter was written after having seen Mr. Barrett and while I was under the impression which these conversations with him had produced on my mind.

The contested suits instituted by the donors in 1876 continued some lenght of time. The Foley case in the fifth district court was not dismissed until March, 1877. The Dupuy case in the sixth district court is not yet disposed of, but is tied up on an injunction.

The Nat. Cropper case was allowed by consent to stand over after exceptions had been filed and a partial argument before the magistrate.
391 The case of the State of Louisiana, in the superior court, now in the third district court, stands on exceptions. The suit was once dismissed and a new trial granted on the judgment dismissing the suit.

A new suit has been instituted by one Bronsen, claiming to be a donor, claiming say, two hundred and fifty-four dollars, according to my recollection.

This suit has been recently instituted in the fourth district court.

I ought to have mentioned, if I did not, that Judge Campbell is associated with me in the injunction suit which is now on file in the supreme court of the State.

I ought further to say, that although I have been employed individually as the counsel for the Louisiana board of trustees, and although I have acted on my own judgment as counsel in this case up to the
392 present time, I think I have signed all the proceedings by the firm name of Merrick, Race and Foster, unless a paper or two that I requested Mr. Foster to sign or requested Mr. Foster to attend to at a time when I was busy with some other matter; at all events, the management and direction of these controvercies has been under my charge, assisted by Judge Campbell at such times as he has been able to give attention to the business.

I ought further to say, perhaps, that the expenses which have been incurred by procuring evidence, copies, printing briefs, and so forth, have been charged up by the firm of Merrick, Race and Foster against the Louisiana Board of Trustees, as, for instance, the payment of the commissioner, taking testimony in this case in Philadelphia, twelve dollars and fifty cents; also the payment of the commissioner in
393 Boston, twenty dollars and twenty-four cents; printing briefs, twenty-one dollars and seventy-five cents; paying clerk in the supreme court costs on the application of a writ of prohibition, and so forth.

I wish to say further, in reference to the letter spoken of by Mr. Richardson, that I have made search for it among the records of the sixth district court of New Orleans, and also I have been to the clerk's office of the fifth district court, and the clerk's office of the third district court, to see if by some chance the letter had not been misplaced among the

records and papers of the suit of Foley against the Louisiana Board and other cases. My searches for the letter have been fruitless. I may also say that in the fifth district court I was unable to find in that court any part of the record of the Foley suit; that I think part of the
394 record of the case of the State against the Louisiana Board is in the Dupuy case, or was in the Dupuy case.

Cross-examined by Mr. MOÏSE:

Q. Before you were aware of the fact that the compromise to which you referred to, and which you say was entered into between the donors and the complainant herein, was one in which the Louisiana Board was either to be a party, fell through because the Louisiana Board refused to be a party?

A. I don't know that it fell through by reason of the Louisiana Board refusing to comply.

Q. Don't you know that the Louisiana Board was to be a party to that compromise, or was to be made a party to it? What I wish to say, Judge Merrick, is this: Don't you know that the compromise to
395 which you referred was not a compromise purely and simply between the complainant herein and the parties called the donors, but was one in which your client, the Louisiana Board, was to be a party? It was arranged between all three, not between the donors and the complainant herein alone?

A. My understanding was this, that the parties representing the donors who brought suits, and whose claims are in the hands of Messrs. Richardson & Magruder and Mr. New, were to have possession of the fund, with the exception of fifteen hundred dollars, that were to be left in the hands of the Louisiana Board for the purpose of paying counsel fees. The conversations were principally carried on between Mr. Hunton and myself, and I think that when I inquired of him in reference to how this fund was to be distributed, he told me that I had noth-
396 ing to do with that, "that don't concern you," or words to that effect; and this remark made by Mr. Richardson afterwards, connected with that one made by Mr. Hunton, has left an impression on my mind there was some understanding between these two parties that it was not necessary that that board should absolutely concur in, but I understood that, in order to have a brief settlement of it at that time, that it was expected that the Louisiana Board of Trustees would concur.

Q. That is, Judge Merrick, that your board was to retain out of the fund its expenses and counsel fees, and hand over to the complainant and the donors, to be divided between them, as they, the complainant and the donors, should think fit?

A. Yes, sir; that is what I understood at the time.

Q. I don't understand you to say that the donors and the com-
397 plainant ever entered into a compromise for the purpose of ever getting this money from you and then holding it; that is to say, I don't understand you to say now that you either know or believe that in the event of the present suit being decided in favor of the complainant that the donors will get part of the fund, or the complainant will get part of the fund?

A. I have been under that impression.

Q. That is only your impression?

A. I know nothing positive.

(Counsel for complainant, according to agreement, objects to all testimony as to what passed between Judge Merrick and Mr. Adams, and

further as to whether or not there ever was *if* consultations between them upon which consultations the answers herein were filed on the ground that when complainant was cross-examining respondent's
398 witness complainant asked the identical same questions and were objected to and ruled out.

Counsel for complainant further objects to any testimony against him of what Messrs. Richardson and Magruder said or did in any way, as complainant is not responsible for the acts of Richardson and Magruder or what they say or do.)

Judge Merrick offers in evidence letters addressed to Thomas A. Adams, president of the Louisiana Board of Trustees, dade' May 29th, 1878, and marked "Adams 10."

Letter marked Adams 10.—Offered in evidence by def't.

STATE OF LOUISIANA, TREASURER'S OFFICE,
New Orleans, May 29, 1878.

THOMAS A. ADAMS, Esq.,
President Board of Trustees
399 *of American Printing House for the Blind:*

SIR: In accordance with the provisions of act No. 27, E. S. of 1878, I hereby make demand for all sums of money with accumulated interest on two thousand dollars donated by the State of Louisiana, pursuant to act No. 163, approved March 10th, 1860, and all such other sums as may have been donated or contributed pursuant to the provisions of the act of incorporation of said board and remain at present unclaimed by said contributors in the hands of said board, together with accumulated interest on said sums.

Respectfully yours,
(Signed) ANT. DUBUCLET,
State Treasurer.

Also offers in evidence the act number 27 of the extra session of 1878, State of Louisiana, said act being contained in the New Orleans
400 Daily Democrat, the official organ of the State, dated May 15th, 1878, and so much of said paper offered in evidence as contains said act, in order that the court may see the action of the State of Louisiana which may provoke further litigation.

Counsel for complainant objects to the introduction of said act on the ground that the complainant herein has a vested right in the moneys herein assumed by the legislature to be given over to a party or parties therein named, and no act of the legislature of Louisiana can divest the complainant of that right. Further, that the said act pretends to relieve from responsibility the Board of Trustees of the American Printing House for the Blind at Louisville, from liability for the said sums so authorized by the said legislature to be paid over, and counsel for complainant denies any authority in an legislature of any State
401 to relieve any party or parties of any liability where there has been a vested right given. Judge Merrick, in explanation of the Louisiana Board of Trustees, simply offers the said act for the purpose of showing what the legislature of Louisiana has done and the action of the State in reference to this fund.

Paper marked N. O. D. Point reserved.

Paper marked N. O. D. offered in evidence by def'ts.

[Official.]

Laws of the State of Louisiana, published by authority. Extra session, 1878.

No. 27

An act to authorize and direct the Louisiana Board of Trustees of the American Printing House for the Blind to pay certain funds into the State treasury for the benefit of the Louisiana Institution for the Education of the Blind and Industrial House for the Blind, to por-
402 vide the mode of said payment, and for the delivery of said money to the treasurer of said institution, and to relieve from responsibility said board of trustees of the American Printing House for the Blind.

Preamble.

Whereas the Louisiana Board of Trustees of the American Printing House for the Blind, incorporated under the general laws of the State, and organized under a charter bearing date , 1859, did receive contributions to be applied to the establishment at Louisville, Ky., of the American Printing House for the Blind; and

Whereas said charter provides that if said printing house should not be established, as required by said charter, within a limited time therein fixed, which limit has long since been reached, said donations should revert, with accumulated interest thereon, to their original donor; and

Whereas the State of Louisiana, by act No. 163 of the general
403 assembly of 1860, approved March 10, 1860, entitled "An act to appropriate the sum of two thousand dollars to the Louisiana Board of Trustees of the American Printing House for the Blind," did appropriate the sum of two thousand dollars to said board for said purpose; and

Whereas said sum, with accumulated interest, is now in the hands of said board; and whereas there remains, also, in the hands of said board certain other amounts contributed by private individuals for said purpose, which amounts are unclaimed by said contributors; and

Whereas, owing to the small amounts contributed by each of said donors, and the lapse of time since said donations were made, it is improbable that said donations will ever be reclaimed by said contributors; and

Whereas the provisions of said act of incorporation have not been complied with; now, then, for the purpose of relieving said board of trustees of responsibility, and of realizing, so far as practicable, the spirit of said donation—

404 SECTION 1. Be it enacted by the senate and house of representatives of the State of Louisiana, in general assembly convened, that the Louisiana Board of Trustees of the American Printing House for the Blind be and are hereby authorized and required to pay into the State treasury the aforesaid sum of two thousand dollars, with all accumulated interest thereon, donated by the State of Louisiana pursuant act No. 163, approved March 10, 1860, and all such other sums as may have been donated or contributed pursuant to the provisions of the act of incorporation of said board, and remain at present

unclaimed by said contributors in the hands of said board, together with all accumulated interest on said sums.

SEC. 2. Be it further enacted, &c., That the State treasurer be, and he is hereby, authorized to demand and receipt for all sums of money, with accumulated interest, within the contemplation of the foregoing sect on, and that, upon compliance with the provisions of said sec-
405 tion, the aforesaid board of trustees shall be released from all responsibility relative to any and all moneys thus paid into the State treasury, and forever guaranteed and protected against all loss or damage growing out of or in any manner connected with such sum or sums of money thus paid into the State treasury, whether against the original contributors, their heirs or assigns, or any other person or persons whomsoever.

SEC. 3. Be it further enacted, etc., that all moneys paid into the State treasury pursuant to the provisions of this act shall be and remain a special and inviolable fund for the sole and exclusive benefit of the Louisiana Institution for the Blind and the Industrial House for the Blind, domiciled at Baton Rouge, in said State, and that said money shall be paid over by the State treasurer to the board of trustees of said Louisiana Institution for the blind and Industrial House for the Blind whenever demanded by said board, on the warrant of the treasurer there-
406 of, countersigned by the vice president of said board.

SEC. 4. Be it further enacted, etc., that in case any sum or sums with accumulated interest to be as aforesaid paid into the State treasury should be hereafter claimed by any of the contributors of said sums or others upon making due proof of said claims before any court of competent jurisdiction and obtaining judgment therefor, upon presentation of a duly authenticated copy of said judgment, the State treasurer shall pay the same out of any money in the treasury not otherwise appropriated.

SEC. 5. Be it further enacted, etc., that all laws and parts of laws in conflict with this act be and the same are hereby repealed.

SEC. 6. Be it further enacted, etc., that this act shall take effect from and after its passage.

(Signed) LOUIS BUSH,
Speaker of the House of Representatives.

(Signed) LOUIS A. WILTZ,
Lieutenant-Governor and President of the Senate.

Approved May 14, 1878.

407 (Signed) FRANCIS T NICHOLLS,
Governor of the State of Louisiana.

A true copy.

WILL. A. STRONG,
Secretary of State.

408 *Exhibit A A offered in evidence by compt. and filed by examiner Feb. 11, 1878.—Filed before the court June 14th, '78.*

The charter of incorporation of a board of trustees to aid in establishing a publishing house to print books in raised letters for the benefit of the blind.

Whereas, it is contemplated to establish at Louisville, Kentucky, a publishing house to print books in raised letters for the use of the blind in the United States;

409 And whereas, to establish said publishing-house upon a permanent basis, and with a sufficient capital, contributions from various States of the Union will be necessary; to effect which object, acts of incorporation like this will be applied for in other States, the object of which incorporation will be to aid in collecting and effectually securing for such object the money which may be contributed in each State: Therefore it is hereby declared:

SEC. 1. That the Hon. C. P. Smith, Hon. Wm. L. Sharkey, Geo. S. Yerger, S. P. Bailey, and John C. Carpenter, and their successors, be, and they are hereby, declared to be a body corporate, under the name and style of the "Board of Trustees to aid in establishing a Publishing House to print books, &c., for the benefit of the Blind," and as such shall have power to sue and be sued, have a common seal, and to make such contracts as may be necessary to effect the objects of their corporation.

410 SEC. 2. The board of trustees above named shall continue in office until their office becomes vacant by death, resignation, removal from the State, or until removal from office, as hereinafter set forth. Such vacancy shall be filled by a vote of the remaining members of the board.

SEC. 3. Dempsey Sherrod is hereby appointed the general agent of said board of trustees to solicit subscriptions and contributions for the above purpose in this and the other States of the Union, and to apply to other States for an act of incorporation similar to this, for which said board is authorized to pay him a reasonable remuneration for his services. Upon his death or resignation, the board of trustees shall have power to appoint another. Said general agent may appoint subagents to aid him in the work.

SEC. 4. If any accusation for neglect or malpractice or other
411 cause is alleged against any member of said board of trustees the remaining members of said board may cite him to answer, and may by their judgment, a majority concurring therein, remove him from his said office as a member of said board.

SEC. 5. Said board of trustees shall appoint a secretary and treasurer; one man may fill both offices. It shall be their duty to keep a minute of all their proceedings, certified copies of which, by the secretary, shall be sufficient to prove said entries, when the same is necessary to be proved as evidence in the courts of justice in this State.

SEC. 6. Said board of trustees shall have power to receive contributions, donations of money, or other property, for the purpose aforesaid, and shall, until the sum of twenty five thousand dollars is raised, in this and other States, have power to invest the same, after deducting the necessary expenses, by way of loan at an interest not exceeding ten per cent., which loan shall stipulate that the interest shall be paid an-
412 nually. Said loans shall be well secured by deed of trust on unincumbered property of double the value of the amount loaned, with a power of sale in default of payment of either principal or interest, or such other security as may be perfectly satisfactory to said board.

SEC. 7. Should said sum above named not be raised within seven years, and said publishing-house not established within nine years from the date of this charter, then the contributions shall, with the interest thereon, be returned to the several contributors who are hereby authorized in such event to sue said board of trustees for the same: Provided, however, that said board of trustees shall not be individually liable for the same, unless the same is lost by their own neglect.

SEC. 8. So soon as the legislature of the State of Kentucky shall pass

an act incorporating trustees for establishing said publishing-house in Louisville, and appointing trustees to carry on said publication
413 house, and so soon as this board has evidence before it that the above sum of twenty five thousand dollars has been raised, then, and in that event, the fund in the hands of this board shall be transferred to the board of trustees incorporated by the State of Kentucky in such sums as may be needed from time to time to carry on the business of publishing books as aforesaid for the blind: Provided, that if said State of Kentucky should not pass such law incorporating said board of trustees, then in that case the board of trustees hereby appointed may select some other place for publication in such State as may pass such act of incorporation.

SEC. 9. It shall be the duty of said board of trustees to hold a meeting on the first Monday of November in each year, in the city of Jackson, Miss'i, and shall hold such other meetings as may be convened by the president. The place of meeting shall be designated by the president.

414 SEC. 10. Said board shall within ten days from the approval of this charter by the governor, meet for the purpose of organizing at such place as they may agree upon, and shall then and there elect a president, secretary, and treasurer, who shall continue in office one year, or until the election of their successors. All elections for officers shall be held on the first Monday of November in each year; if there is a failure to elect, the old officers shall continue in office until an election takes place.

SEC. 11. The said board shall require from the treasurer bond and good security; said bond to be in the penalty of ten thousand dollars, payable to the president and his successor in office, conditioned that he will take care of and account for the money and property of the board in his hands and will well and truly perform his duties. The said board shall have power to pay the secretary and treasurer a reasonable remuneration for his services.

415 SEC. 12. Said board of trustees shall make an annual report of the moneys received and appropriated and of all their proceedings which shall be published in two newspapers printed at Jackson, Miss'i.

Approved November 14th, 1857.

JOHN J. McRAE, *Gov.*
D. C. GLENN,
Att'y Gen'l of Miss.

[L. S.] A. B. DILWORTH,
Sec't'y of State.

OFFICE SECRETARY OF STATE,
Jackson, Mississippi, February 9th, 1878.

I, Kinloch Falconer, secretary of state of the State of Mississippi, do hereby certify that the foregoing six (6) pages contain a true and correct copy of "The charter of incorporation of a board of trustees to aid in establishing a publishing house to print books in raised letters for the benefit of the blind," approved November 14th, 1857, as the
416 same now remains on file in my office.

As witness my hand and the great seal of the State of Mississippi hereto affixed, at Jackson, Mississippi, this 9th day of February, A. D. 1878.

[SEAL.] (Signed) KINLOCH FALCONER,
Secretary of State.

Exhibits BB and CC offered in evidence by defendant before examiner, after due and diligent search could not be found, they being lost or mislaid.

Exhibit DD, offered in evidence by defendant & filed by examiner Feb'y 11th, 1878.—Filed before the court June 14th, '78.

At a meeting of the board of the American Printing House for the Blind, on the 29th day of Feb., 1876, present, Messrs. Bullock, Bell, Barret, and Sherley, and Kendrick, the following resolutions were unanimously adopted:

Whereas the American Printing House for the Blind, incorporated by an act of the legislature of the State of Kentucky, approved the 22d day of January, 1858, has now and has had since the 1st day of May, 1861, more than twenty-five thousand dollars in actual subscriptions, and whereas by the charter of the auxiliary institution in the State of Louisiana, it is provided that the funds raised in that State shall not be paid to the board of the American Printing House for the Blind until officially notified of the fact that the sum of twenty-five thousand dollars has been subscribed as aforesaid, now,

1. Therefore, be it resolved that this board now notifies the Louisiana Board that said sum of twenty-five thousand dollars has in fact been raised by the American Printing House for the Blind, and is now being appropriated to the uses and purposes contemplated by the charter of said institution.

2. That John G. Barret, esq., treasurer, be, and he is hereby, authorized to present the foregoing resolution to the Louisiana Board, respectfully requesting their co-operation, as contemplated in their original charter with the American Printing House for the Blind.

(Signed) W. F. BULLOCK,
President of the American Printing House for the Blind.

Test:
B. B. HUNTOON, *Sect.*

Exhibit E E, offered in evidence by defendants and filed by examiner, February 13th, 1878, and filed before the court June 14, 1878.

To the hon. judge of the first justice court for the parish of Orleans:

The petition of Louis Bush, who resides in the parish of Orleans, respectfully shows that the Louisiana Board of Trustees of the American Printing House for the Blind, a corporation incorporated in accordance with the laws of the State of Louisiana, and domiciled in the city of New Orleans, of which Thomas A. Adams is president, is justly and truly indebted to your petitioner in the full sum of ninety-one $\frac{20}{100}$ dollars ($91.20), for this, to wit: On or about the first day of January, 1860, plaintiff contributed the sum of forty dollars to the said corporation to "aid them in establishing a publishing house to print books in raised letters for the use of the blind in the United States"; that it was specified in their act of incorporation, if the sum of twenty five thousand dollars was not raised by said corporation in 7 years from the date of their act of incorporation, to wit, January 3d, 1859, and if the said publishing house was not established in nine years from the same date, there are contributions should, with interest thereon, be returned to the contributors.

Plaintiff alleges that neither of the foregoing conditions, to wit, the

raising of the sum of twenty-five thousand dollars in seven years, and the establishing of the said publishing house within nine years, and plaintiff's contribution therefore reverts to him, and should be returned to him with the interest thereon.

Further, plaintiff shows that the sum by him contributed, and the sums by others contributed, have been invested by said cor-
420 poration and have yielded interest at the rate of eight per cent. per annum during a period of sixteen years, to wit, from January 1st, 1860, to January 1st, 1876, and that the interest at the aforesaid rate for the term of sixteen years, on the amount by plaintiff contributed, amount to the sum of fifty-one $\frac{20}{100}$ dollars, which, added to the said contribution of forty dollars, makes a total of ninety-one $\frac{20}{100}$ dollars due plaintiff as aforesaid.

Wherefore petitioner prays that the said Louisiana Board of Trustees of the American Printing House for the Blind be cited, through its president, Thomas A. Adams, to answer this petition, and after due proceeding had, he be condemned to pay your petitioner the said sum of ninety-one $\frac{20}{100}$ dollars.

Petitioner prays also for general and special relief, and for costs.

(Signed) RICHARDSON & MAGRUDER,
Att'ys.

Exhibit F F, offered in evidence by defendants, and filed by examiner, February 13, 1878.

421 *Citation.*

The State of Louisiana, first justice's court, parish of Orleans. Hon. W. T. Houston, judge.

LOUIS BUSH
vs.
LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 4512

To the Louisiana Board of Trustees of the American Printing House for the Blind, greeting:

You are hereby summoned to be and appear before this the first justice's court, within two days next following the service hereof, to answer the demand against you by Louis Bush for ninety-one dollars and twenty cents, as per petition filed, with interest and costs.

[SEAL OF COURT.] (Signed) W. T. HOUSTON,
First Justice of the Peace.

Exhibit G G, offered in evidence by defendants and filed by examiner February 13*th*, 1878, *and filed before the court June* 14, 1878.

To the Hon. E. North Cullom, the judge of the fifth district court for the parish of Orleans, La.:

422 The petition of Henry B. Foley, a citizen of the parish of Assumption, with respect represents that the Louisiana Board of Trustees of the American Printing House for the Blind, a corporation domiciled in the city of New Orleans, of which Thomas A. Adams is pres't, is justly and truly indebted unto him in and to the full sum of two hundred and sixty dollars for this, to wit, on or about the 1st day of Jan'y, 1860, your petitioner entrusted the sum of one hundred dollars

to the said La. Board of Trustees of the American Printing House for the Blind for the purpose of establishing a printing house for the blind; that it was stipulated in the charter of said corporation that, said sum, with the accrued interest, should be returned to petitioner if the sum of twenty-five thousand dollars was not raised in seven years, or if the said printing house should not be established in nine years from the date of said charter, the 3d day of January, 1859; that over seventeen years have expired since that time, and the amount has not been contributed,
423 and the printing house has not been established, and the money has not been returned; that amicable demand has been made and payment refused; that petitioner is informed and believes that said sum, together with other sums contributed for the purpose by parties, has been and is invested in the New Orleans Savings Institution at six per cent. interest, compounded annually, according to the customary rates of said bank, to which interests your petitioner is entitled; that by the charter, from the amount to be returned to each contributor is to be deducted his pro rata of the necessary expenses of said board, of which expenses your petitioner has no knowledge.

Wherefore petitioner prays that said La. Board of Trustees of the American Printing House for the Blind, through its pres't, Thomas A. Adams, be cited to appear; that said pres't of said board be required to answer the annexed interrogatories, and after due proceedings had that he have judgment in his favor for the sum of two hundred
424 and sixty dollars against said La. Board of Trustees of the American Printing House for the Blind, for all costs and for general relief.

(Signed) RICHARDSON & MAGRUDER,
Of Counsel.

Int'y 1st. Was or was not any amount contributed by the pl'ff for establishing the American Printing House for the Blind; if yea, was said amount entrusted to the def'ts herein, and how much and when was it so entrusted?

Int'y 2d. What was the amount of money rec'd by the def'ts from all the contributors for this object?

Int'y 3d. What was the amount paid out by way of expense?

Int'y 4th. What was done with the money so contributed? If you say it was placed in the New Orleans Savings Institution, when was it deposited there, and at what interest was it deposited?

Int'y 5th. What agreement was made with said bank when said contributions were deposited in it, and what was the rate of interest agreed upon.

(Signed) RICHARDSON & MAGRUDER,
Att'ys.

425 *Order.*

Let defendant be ordered to answer the annexed interrogatories under oath in writing and within the legal delays, and according to law.

New Orleans, 2d March, 1876.

(Signed) E. NORTH CULLOM,
Judge.

CLERK'S OFFICE,
March 2d, 1876.

A true copy.

[SEAL.] (Signed) PAUL T. ABADIE,
D'y Clk.

Exhibit H H, after due and diligent search, could not be found, the same being lost or mislaid.

426 *Exhibit II, consisting of pages* 14 *to* 22 *inclusive, of First Annual Report of the American Printing House for the Blind, including subscriptions of the years* 1857, '58, '59, *and* '60, *offered in evidence by def'ts.—Filed by examiner, Feb'y* 15*th*, '78.

LOUISIANA.

Report of D. Sherrod.

Names.	Pledged.	Paid.
AVOYELLES PARISH.—*John O'Quinn, agent.*		
A. J. & S. Burges	$50 00	
J. Burns	5 00	$5 00
F. Cannon	25 00	25 00
North Cullum	25 00	
W. W. Crawford	10 00	10 00
Amos Fisher	10 00	10 00
Thos. Frith	25 00	25 00
Mrs. M. E. Glaze	50 00	
George Hitchborn	5 00	5 00
R. R. Iron	25 00	
Dr. J. F. Leigh	5 00	5 00
Horace Marshall	5 00	5 00
Lem Miles	25 00	
E. C Milburn	10 00	10 00
Dr. D. M. Murdock	25 00	
Edw'd Ogden	10 00	10 00
John O'Quinn	25 00	
427 S. S. Pearce	5 00	5 00
T. L. Talbert	5 00	5 00
Dr. W. H. Win	50 00	
J. G. Wilson	50 00	
B. F. Woods	50 00	
CADDO PARISH.—*Wesley Winans, agent.*		
Z. Abney	5 00	5 00
M. J. Arnold	20 00	
C. W. Arnold	10 00	10 00
Mrs. J. G. Battle	5 00	5 00
J. C. Beall	5 00	5 00
Wm. Brack	25 00	25 00
J. H. burns	10 00	10 00
J. C Burch	5 00	5 00
E. M. Coleman	50 00	
J. P. Cotes	25 00	
H. Currie	50 00	
R. A. Cutleff	5 00	5 00
Eatman	5 00	
J. Ford	50 00	
J. M. Ford	25 00	
Flavel Foster	5 00	5 00
Jas J. Fullilove	5 00	5 00
J. T. Fullilove	10 00	10 00
Thos. M. Gaither	25 00	
Thos. Gairy	20 00	20 00
W. H George	5 00	5 00
Jno. C. Gregg	50 00	
428 Chas. R. Griswold	5 00	5 00
M. A. Harper	10 00	10 00
J. D. Henderson	20 00	
T. C. Hill	5 00	5 00
Jacob Hope	25 00	
Jacob Hoss	25 00	
J. N. Howell	5 00	5 00
H. S. Howell	50 00	
S. Hollingsworth	20 00	20 00
Nancy Iles	5 00	5 00
E. & B. Jacobs	5 00	5 00
J. C. Jones	5 00	5 00
V. H. Jones	20 00	20 00
Jesse Lee	5 00	5 00
B. D. Logan	10 00	10 00
Mrs. Mathews	50 00	
S. B. McCutchen	5 00	5 00
V. D. Metcalf	20 00	
G. B. Merret	10 00	

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
Wm B. Miller	5 00	5 00
R. Nicholson	15 00	15 00
N. Nicholson	25 00	25 00
R. T. Noel	20 00	20 00
W. G. Ogilvie	25 00	----------
J. B. Ogilvie	25 00	----------
A. J. Pickens	5 00	5 00
J. W. Pickens	5 00	5 00
W. Pollard	5 00	5 00
B. R. Richardson	10 00	10 00
W. Rose	5 00	5 00
L. G. Scoggin	5 00	5 00
429 Jacob Smith	50 00	----------
Rob't Smyth	10 00	----------
A. F. Tucker	10 00	10 00
H. Waggener	10 00	10 00
M. Watson	50 00	----------
W. A. Weeks	25 00	----------
D. P. Williams	10 00	----------
DE SOTO PARISH.—*Rev. R. W. McIver, agent.*		
P. R. Adams	5 00	5 00
Jno. H. Alexander	5 00	5 00
R. C. Bonney	5 00	5 00
G. C. Burns	5 00	5 00
A. J. Coffey	10 00	----------
D. Creswell	50 00	----------
Mrs. M. E. Dubose	15 00	----------
A. J. Dubose	15 00	----------
Mrs. Malissa Durham	5 00	5 00
Chas. A. Edwards	50 00	50 00
E. A. Edwards	50 00	50 00
Dr. Geo. Freison	5 00	5 00
W. T. Fortson	10 00	10 00
Jesse A. Goodwin	5 00	5 00
T. W. Graves	5 00	5 00
S. E. Hall	5 00	5 00
H Hall	5 00	5 00
A. W Jackson	25 00	----------
Henry Jordan	10 00	10 00
John Jordan	10 00	10 00
430 A. G. Jordan	10 00	10 00
Misses Logan	5 45	5 45
Keatchie Male Institute	11 35	11 35
R. W. McIver	11 00	11 00
Mrs. M. S. Means	20 00	20 00
Mrs. Mary Moss	----------	----------
Henry S. Moss	10 00	10 00
S. M. Norris	5 00	5 00
Eli Sanders	5 00	5 00
R. H. Scott	----------	----------
T. L. Scoggin	5 00	5 00
Wm. Spell	5 00	5 00
Jno. C. Suggs	----------	----------
T. Small	5 00	5 00
S. H. Reeves	----------	----------
W. A. Tharp	5 00	5 00
Jno F Thompkie	----------	----------
G. T. Tobbert	----------	----------
James M. Williams	----------	----------
EAST BATON ROUGE PARISH—*A. K. Martin, agent.*		
H. V. Barbin	5 00	5 00
LAFAYETTE PARISH.—*Eras Mouton, agent.*		
H. Berand	10 00	10 00
Olive Bondurant	10 00	----------
A. D. Boudrean	10 00	----------
Drozier Boudrean	10 00	----------
Zenon Broussard	25 00	25 00
Mrs. M. Cade	20 00	20 00
Campbell & Doucet	5 00	5 00
431 Echo of Lafayette	15 00	15 00
Dr. Francis Theogene Hebert	15 00	----------
Emile Mouton	10 00	10 00
Mrs. E. Moss	10 00	10 00
Benj. P. Paxton	5 00	5 00
R. Taylor	5 00	5 00

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	NATCHITOCHES PARISH.—*C. L. Wansley, agent.*		
	Thomas S. Bacon	5 00	5 00
	F. Johnson	5 00	5 00
	S. W. Kile	5 00	5 00
	A. Lecompte	50 00	50 00
	Wm. Payne	5 00	5 00
	A. H. Pierson	5 00	5 00
	C. L. Wansley	25 00	25 00
	ORLEANS PARISH.—*W. H. Dameron, agent.*		
	John J. Adams & Co	10 00	10 00
	C. W. Allen	50 00	.....
	R. Beau	5 00	5 00
	S. Brown	5 00	5 00
	Chas. Briggs	25 00	.....
	James Black	5 00	.....
	Buckley	5 00	5 00
	E. C. Balls	25 00	.....
	C. C. Bier	50 00	.....
	W. C. Black	50 00	.....
	W. Chambers	5 00	5 00
	Chalmers	5 00	5 00
432	J. & G. Cromwell	5 00	5 00
	W. P. Campbell	50 00	.....
	Mrs. C. Campbell	5 00	5 00
	L. L. Cerne	10 00	10 00
	Clas-nt Co	10 00	10 00
	A. Commander	10 00	10 00
	J. D. Dameron	5 00	5 00
	Jas. H. Dennison	10 00	10 00
	Jas. O. Dengre	25 00	25 00
	Thos. J. Durant	25 00	.....
	E. R. Duncan	10 00	.....
	Fell ws	10 00	10 00
	S. Field	5 00	.....
	Wm Gallespie	25 00	.....
	G. Gamerson	10 00	10 00
	Jas. Greenleaf	15 00	15 00
	J. D. Gilmore	5 00	5 00
	Helje & Co	20 00	.....
	I. J. Henderson	10 00	10 00
	Hyde & Goodrich	50 00	.....
	J. L. Johnson & Co	10 00	10 00
	W. A. Jones & Co	10 00	10 00
	S. Jones	5 00	5 00
	Keu'zens & Co	5 00	5 00
	J. Kemp	10 00	10 00
	Jas. H. Low	50 00	.....
	Maria L. Low	10 00	10 00
	Litchford	10 00	10 00
	Mrs C. Logan	5 00	5 00
	S. B Logan	50 00	.....
	D. P. Logan	50 00	.....
433	Sam Locke	5 00	5 00
	Leeds & Co	25 00	25 00
	Chas. D. Lewis	50 00	.....
	S. B. Manning	25 00	.....
	McDowell & Co	50 00	10 00
	G. D. Metcalf	5 00	5 00
	Alfred Monroe & Co	5 00	5 00
	W. W. Mongomery	10 00	10 00
	Rob't Mott	5 00	5 00
	Joam E. Morse	25 00	.....
	S. O. Nelson	10 00	10 00
	A. B. Newman	10 00	10 00
	J. M. Hall	10 00	10 00
	Allen Hill	10 00	10 00
	Payne & Harrison	25 00	25 00
	W. M. Perkins	50 00	.....
	Mrs L. Polk	5 00	5 00
	John Pemberton	50 00	.....
	Rob't Pitkin	50 00	.....
	R. W. Powell & Co	50 00	.....
	Jno. M. Putnam	25 00	5 00
	Jas. M. Putnam	5 00	5 00
	Pug & Mir	5 00	5 00
	Reed, Hodges & Co	20 00	.....
	Ridzell, Dennis & Co	5 00	5 00
	Percy Roberts	25 00	.....

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
Jno. A. Roberts	25 00	
Rodwall & Co	10 00	10 00
Wm. Tompkins	25 00	5 00
434 J. R. Shaw	5 00	5 00
R. H. Short	10 00	10 00
P. Simms	10 00	10 00
Sam'l Smith & Co	5 00	5 00
J. W. Stanton	50 00	
Stewart & Co	5 00	5 00
Henry St. Paul	25 00	
J. A. Stillwell	5 00	5 00
J. S. Waner	10 00	10 00
J. M. Watt	5 00	5 00
Jno. Watt & Co	25 00	25 00
West, Renshaw & Cammack	25 00	25 00
P. A. Woot	5 00	5 00
B. C. Wren	25 00	
RAPIDES PARISH.—*W. B. Lewis, agent.*		
D. Archenord	6 00	6 00
C. H. Blancard	10 00	10 00
R. H. Connell	25 00	
Dr. K. M. Clark	100 00	100 00
Winder Crouch	100 00	
J. P. Davidson	25 00	
John Dunnwoode	20 00	20 00
H. B. Ferguson	25 00	25 00
E. Gandin	5 00	5 00
Thos. B. Helm	50 00	
Robt. Hynes m	25 00	
Andrew Jackson	25 00	25 00
Martha R. Johnson	5 00	5 00
M. J. Jones	5 00	
W. B. Lewis	25 00	
435 J. D. Loyd	5 00	5 00
A. C. Neal	5 00	5 00
J. L Pierce	10 00	10 00
Jos. L. Robert	25 00	
Dan Robert	10 00	10 00
S. Robertson	25 00	
Wm. Sasser	5 00	5 00
Wm. L. Sandeford	5 00	5 00
Geo. C. Smith	5 00	5 00
Jabez Tanner	100 00	
Mrs. Dezra Tanner	20 00	20 00
Robert L. Tanner	50 00	50 00
M. Wells	20 00	20 00
W. Whittington	5 00	
Jno. R Williams	25 00	
ST LANDRY PARISH—*Judge Lucius Dupre, agent.*		
Mary E Andrews	10 00	10 00
J. Andrews	25 00	
Jas. Beraud	25 00	25 00
J B. Bihm	5 00	5 00
James Burleigh	10 00	
J. B Clark	5 00	5 00
Widow Dejean	10 00	10 00
Cyprian Dupre	20 00	20 00
Lucius Dupre	20 00	20 00
Lastie Dupre	25 00	25 00
Achilie Dupre	10 00	10 00
B Fogelman	5 00	5 00
436 John Fohy	10 00	10 00
A. O. Gindry	15 00	15 00
J. Gindry	5 00	5 00
O. P. D. Hardy	25 00	
Wm Martin	10 00	10 00
J. O Hayes	50 00	
H. Hayes	5 00	5 00
T. Howell	25 00	
Green Hudspath	5 00	5 00
A. D. Hudson	100 00	
Geo. R. King	25 00	
Ladies of Sacred Heart	10 00	10 00
Isaac F. Little	10 00	10 00
T. Lowell	25 00	
H. A. Martel	10 00	10 00
H. Marshall	5 00	5 00

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
J. B. McPhierson	20 00	20 00
Eliza Murdock	20 00	20 00
Wm. Norton	10 00	10 00
Wm. Offutt	20 00	20 00
Nathaniel Offutt	10 00	10 00
J. M. Pickett	25 00	.....
S. W. Quirk	25 00	.....
Madam Gerasim Richard	5 00	5 00
A. N. Robin	10 00	10 00
Josiah Scott	100 00	.....
W. B. Shields	25 00	.....
Chas. Swords	5 00	5 00
Dr. C. D. Tatman	50 00	.....
Dr. J. A. Taylor	50 00	.....
Ira Thayer	5 00	5 00
437 D. E. Wartelle	20 00	20 00
J. C. Wartelle	5 00	5 00
L. A. Webb	25 00	.....
T. Webb	25 00	25 00
E. M. Willard	20 00	20 00
ST. MARTIN'S PARISH—*Judge Edward Simon, agent.*		
E. B. Bernard	5 00	5 00
D. Bernard	10 00	.....
Alcibade DeBlanc	10 00	.....
Alex. DeClouet	50 00	.....
Jno. M. Decnir	10 00	10 00
Wm. K. Douglas	10 00	.....
Dr. A. Duperier	25 00	.....
Chas. Durand	30 00	.....
R. J. Epperson	25 00	.....
E. W. Fuller	25 00	.....
A. M. Hayes	10 00	10 00
David Hayes	25 00	.....
J. L. Lewis	10 00	10 00
Dr. Martin	20 00	20 00
Z. Outendrick	10 00	10 00
David Riggs	10 00	10 00
J. E. Riggs	5 00	5 00
Wm. Robertson	25 00	.....
Edward Simon	50 00	.....
Teston & Broussard	10 00	10 00
S. T. Thorne	5 00	5 00
J. H. Thomas	20 00	20 00
438 E. E. Voorhies	25 00	.....
Alfred Voorhies	25 00	.....
M. Voohies	25 00	.....
Martin Voorhies	125 00	.....
W. E. Walker	50 00	50 00
Report of D. Sherrod.		
ST. MARY'S PARISH.		
J. D. Ettie	10 00	10 00
C. Fay	10 00	10 00
J. A. Frere	100 00	100 00
L. Fusilier	20 00	20 00
Mrs. Chas. Gravenburg	25 00	25 00
Mrs. Fannie Gravenburg	5 00	5 00
L. Gravenburg	10 00	10 00
Jno. Hayes	50 00	.....
Jno. D. Hayes	50 00	.....
A. M. Hayes	10 00	10 00
W. C. Head	10 00	.....
David Kerr	100 00	.....
George Marsh	25 00	.....
B. Martel	25 00	.....
Lody Norris	10 00	.....
E. Olivier	5 00	5 00
Z. Ousourie	10 00	10 00
P. Pecoh	12 50	.....
F. D. Richardson	100 00	.....
J. W. Richardson	50 00	.....
D. Riggs	10 00	10 00
J. E. Riggs	5 00	5 00
H. Thomas	20 00	20 00
T. H. Thompson	50 00	.....
439 Jno. M. Vaughn	$10 00	.....
C. C. Weeks	25 00	.....
A. C. Weeks	25 00	25 00

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
Report of J. W. Richardson.		
ST. MARY'S PARISH.		
Theodore Alexander	5 00	5 00
Dr. S. Allen	25 00	
Ethan Allen	10 00	10 00
Wm. Allen	5 00	
H. B. Bayard	10 00	10 00
E. Bedell	25 00	
G. Bodier	10 00	10 00
R. Bonvillian	5 00	
David Berwick	25 00	25 00
D. W. Brown	5 00	
G. Briant & Bro's	15 00	
Henry Bradley	25 00	
Dr. W. Brashear	30 00	25 00
M. W. Bateman	5 00	5 00
Mrs. Nancy Brashear	100 00	
E. E. Bethel	50 00	
J. B. Berard	5 00	
J. M. Bateman	10 00	10 00
T. S. Brilland	100 00	
Paron Bayard	5 00	
M. Berwick	50 00	
Mrs. Crawford	30 00	
Adelaide Carlin	50 00	50 00
E. Carlin	50 00	
440 L. R. Curtis	5 00	
W. W. Chambers	10 00	
J. L. Cowan	10 00	
S. Cary	5 00	5 00
B. A. Cook	5 00	
O. A. N. Comay	50 00	
Antoine Como	100 00	100 00
Joe M. Charpentier	75 00	75 00
Mrs. R. Como	5 00	5 00
Edw'd Como	5 00	5 00
D. Como	25 00	
Jas M. Cobran	10 00	10 00
T. J. Cocke	5 00	5 00
W. Collins	5 00	
John Carson	5 00	
F. O. Coma	10 00	
F. O. Darby	25 00	25 00
F. M. Delin	5 00	
J. H. Darnal	100 00	
Mrs. Durand	25 00	
A. Duzing	25 00	
D. C. Daniel	10 00	
Rev. S. J. Davies	10 00	
Dr. H. Dyer	5 00	5 00
O. Delahousage	10 00	
Z. V. Dartigne	10 00	
Thos. Evans	5 00	5 00
G. L. Fusilier	100 00	50 00
Armelion Frere	25 00	
Henry F. Fotte	10 00	10 00
441 Jno. Foote	20 00	20 00
Mrs. Faskington	50 00	
Capt. Fields	10 00	
Dr. C. R. Fassit	25 00	25 00
Thos J. Foster	5 00	5 00
J. F. Flourney	5 00	5 00
C. Flemming	25 00	
Flewilotte & Roger	5 00	5 00
H. Gibben	10 00	10 00
Gould & Gary	10 00	
Alfred Gates, sen	10 00	10 00
D. Godchaux	5 00	5 00
Michael Gordy	25 00	
Wm. Garrett	10 00	10 00
J. Garys	5 00	
Dr. I. S. Grout	50 00	
M. A. Garett	5 00	
C. A. Gravenburg	100 00	
P. Hidmier	5 00	5 00
Mrs. F. Harding	50 00	
W. F. Hudson	5 00	5 00
Benj. Hudson	100 00	
T. D. Hein	15 00	15 00
Wm. Hayes	10 00	10 00

EXHIBIT II—Continued.

	Names.	Pledged.	Paid.
	J. P. Henderson	10 00	
	A. T. Hayes	10 00	10 00
	S. C. Hartman	25 00	
	L. Hartman	25 00	
	M. M. Hartman	25 00	
442	Mrs. Hafligh	100 00	
	C. Johnson	20 00	
	W. Jacobs	50 00	
	Julius Johnson	20 00	
	Chas. Ker	25 00	
	Mrs. Thad. Knight	25 00	
	Henry Knight	100 00	
	Jos. Knight	25 00	25 00
	J. Keller	5 00	5 00
	F. D. Haydell	25 00	
	M. M. Hartman	25 00	
	J. Lacey	50 00	
	J. E. Lacey	15 00	15 00
	R. Lynch	28 00	
	H. E. Laurence	100 00	
	J. B. Murphy	25 00	25 00
	J. Mossy	75 00	75 00
	A. McWilliams	25 00	
	Jules Millett	5 00	5 00
	Mrs. E. Moss	20 00	
	Mrs. E. McMaters	15 00	
	Jos. Millett	5 00	
	Mrs. H. C. Meade	100 00	
	Jas. Miller	5 00	5 00
	T. R. Mugget	25 00	
	Mrs. Move	5 00	
	Arthur S. Nevitt	10 00	10 00
	S. O. Nelson	100 00	100 00
	J. R. Nixon	5 00	
	W. J. Nash	25 00	
	Jos. Oliver	5 00	
443	Jules Oliver	$25 00	8
	Adolph Oliver	5 00	
	J. Purvost	5 00	
	J. G. Parkerson	5 00	
	Mrs. M. Parkerson	30 00	5 00
	M. H. Penn	20 00	
	C. Pellerine	10 00	
	C. Provost	15 00	
	Felix F. Patout	5 00	
	O. Patout	10 00	
	Perritt & Pecoh	5 00	5 00
	A. Pecoh	25 00	
	Victor Pennison	20 00	
	Judge Palfrey	50 00	50 00
	Mrs. Palfrey	25 00	25 00
	Mrs. Mary Porter	100 00	
	J. B. Price	25 00	
	Henry Peebles	10 00	
	Mrs. Patout	8 00	
	Mr. Pellierien	5 00	
	J. R. Pucket	5 00	
	Wm. Pevoy	5 00	
	Atakapas Register	10 00	10 00
	Murry Robertson	10 00	
	Jno. M. Rice	75 00	
	E. [illegible]	25 00	
	Leroy Robertson	5 00	
	T. J. Rice	100 00	
	J. B. Robertson	50 00	
444	Jno. Rogers	25 00	
	L. N. Robinet	5 00	
	Mrs. S. Robins	50 00	
	V. H. Retrope	50 00	
	Dr. J. R. Rhodes	50 00	50 00
	Rucelle & Bro	10 00	
	A. S. Shepard	5 00	5 00
	R. D. Smith	10 00	
	S. Smith & Sons	10 00	10 00
	E. Sigur	10 00	10 00
	F. Sigur	5 00	
	Mrs. C. M. Smith	5 00	
	E. Stribling	100 00	100 00
	E. Sennette	10 00	10 00
	Mr. Sands	20 00	20 00
	Mrs. S. Smith	10 00	10 00

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	Mrs. E. Stanley	5 00	----------
	R. Stout	5 00	----------
	Dr. Henry J. Sanders	5 00	5 00
	W. N. Smith	50 00	50 00
	Mrs. M. Stansbery	10 00	----------
	Sands & Co	25 00	25 00
	Leo Tarleton	10 00	10 00
	Capt. Towbridge	5 00	5 00
	J. Todd	10 00	10 00
	Frank Thompson	50 00	----------
	John Tarlton	100 00	----------
	S. Vincen	10 00	----------
	M. Walker	20 00	----------
	W. T. Weeks	25 00	25 00
	J. H. Wilkins	10 00	10 00
445	R. A. Wilkins	$10 00	$10 00
	Thos. G. Wilson	5 00	5 00
	Dr. J. W. Washington	10 00	----------
	L. H. Whitworth	5 00	5 00
	Loyd Wilcoxon	25 00	----------
	A. R. Wadsworth	25 00	----------
	J. N. Wofford	100 00	100 00
	Olympus Young	100 00	----------
	LA FOURCHE PARISH.		
	J. S. Billin	20 00	20 00
	Braxter & Braggs	25 00	25 00
	Louis Bush	40 00	40 00
	Taylor Beatty	25 00	25 00
	G. P. Bourg	5 00	5 00
	Mrs. Archus Collins	50 00	50 00
	R. G. Dardin	100 00	100 00
	Judge G. S. Guion	50 00	50 00
	R. L. Gibson	25 00	----------
	P. H. Gary	20 00	20 00
	F. M. Lawlon	5 00	5 00
	A. Lirette	5 00	5 00
	Julia A. Perkins	5 00	----------
	V. Penesson	20 00	20 00
	E. G. Robochaux	5 00	5 00
	R. Robinet	5 00	----------
	C. J. Tucker	50 00	50 00
	Tucker & Bro	50 00	50 00
	John Uebre	50 00	----------
	John Williams	100 00	100 00
446	ORLEANS PARISH.		
	T. H. & C. M. Allen	$100 00	$100 00
	P. Arendom	5 00	----------
	Jno. D. Bien & Son	25 00	----------
	Perret Jessup Batule	25 00	----------
	Aveyno Binder & Co	5 00	----------
	Belloey, Nollom & Co	100 00	100 00
	Brander & Hullard	50 00	50 00
	Bossis & Genir	20 00	----------
	W. H. Letchford & Co	50 00	50 00
	Wharton, Cobb & Co	50 00	----------
	Clason & Co	25 00	25 00
	Clapp, Mitchell & Jack	25 00	----------
	Darby & Tremolet	50 00	50 00
	J. D. Dameron & Co	25 00	25 00
	Davis, Jenkins & Co	25 00	25 00
	R. W. Estlin & Co	50 00	50 00
	W. & D. Ehgnhart	100 00	100 00
	Felowes & Co	50 00	50 00
	F. A. & Co	50 00	50 00
	Fullsen & Strannon	25 00	25 00
	C. Flint & Jones	10 00	----------
	Leonard, Flash & Co	25 00	----------
	Gillis & Ferguson	100 00	100 00
	Giffen, Smeeds & Co	50 00	50 00
	P. A. Girad	50 00	50 00
	G. H	10 00	----------
	Gilly & Co	5 00	----------
	Austin, Goodwin & Co	25 00	----------
	D. M. Hildreth	25 00	----------
	Hewitt, Norton & Co	100 00	----------
447	Heidom & Gaines	$50 00	$50 00
	J. D. Hill	50 00	----------

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
Hughs, Hyllersbed & Co	25 00	25 00
G. S. Hawkins	25 00	25 00
J. D. Hadis & Co	25 00	25 00
W. Jackson & Co	50 00	50 00
J. & K	5 00	
Allen Johnson	5 00	5 00
Knox & Higgins	25 00	25 00
A. D. Kelley	25 00	
Knott, Norton & Co	100 00	100 00
W. E. Kererick	25 00	25 00
Lane, Salter & Co	25 00	25 00
Lobit Charpentur	50 00	50 00
Jno. B. Morrison & Co	50 00	50 00
Moore & Vanculen	50 00	50 00
Miltenberger	25 00	
E. Meergirus & Co	25 00	
Martin, Cobb & Co	50 00	50 00
North Duthel & Co	25 00	
P. J. Peroind	25 00	25 00
T. S. Olden	10 00	
Payne & Harrison	100 00	100 00
Pifeher & Goodrick	50 00	50 00
J. J. Person & Co	50 00	50 00
Phillips, Nixon & Co	25 00	25 00
J. B. Planchy	25 00	
Prug & Bros	10 00	10 00
J. M. Prituam	5 00	
448 E. Reilly & Co	25 00	25 00
A. James Roades	25 00	
C. Rosilins	20 00	20 00
Rowsais & Genn	20 00	20 00
Stark, Stuffer & Co	100 00	100 00
S. F. Slatter	50 00	50 00
P. Simms	50 00	50 00
Stuart & James	25 00	25 00
Sampson & Ker	5 00	
A. M. Simmons	10 00	10 00
A. J. Tully	50 00	50 00
Thornhill & Co	50 00	50 00
E. S. Tyler	10 00	
J. Turner	10 00	10 00
Thut & Jones	10 00	10 00
W. & D. Urquhart	100 00	
W. A. Verlett	50 00	
W. E. Veversick	25 00	
John Watt & Co	100 00	100 00
H. Wright & Allen	50 00	50 00
West Kenthan & Tammer	25 00	25 00
W. W. Wright	25 00	
J. W. W	10 00	
C. Yale, jr, & Co	100 00	100 00
ASSUMPTION PARISH.		
W. Allen	5 00	5 00
Hiram Audston	20 00	20 00
Mag Bowregious	5 00	3 50
H. J. Boatner	50 00	50 00
J. W. Barly	50 00	
449 J. B. Berard	25 00	25 00
P. D. Cox	20 00	
H. H. Carven	5 00	
C. Carmondu	5 00	
Dr. P. Dansereaux	20 00	20 00
H. B. Foley	100 00	100 00
R. Gautreaux	25 00	25 00
G. W. Gindry	5 00	5 00
C. Hymle	20 00	20 00
Thos. Hill	5 00	5 00
James Hewit	50 00	50 00
M. M. Hartman	5 00	5 00
W. Littlejohn	100 00	100 00
S. Landry	25 00	20 00
Dr. Jos. Martin	20 00	20 00
Ursin Melaucon	5 00	5 00
Walter Morrison	50 00	
Wm. Morrison	5 00	
Mrs. Geo. W. Phillipp	20 00	20 00
Mrs. Thos. Pugh	10 00	10 00
Richard Pugh	10 00	10 00
Franklin Pugh	100 00	100 00

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	W. W. Pugh	100 00	100 00
	J. B. Penninson	25 00	25 00
	Widow Penninson	15 00	.....
	C. Penninson	25 00	.....
	H. Patout	10 00	.....
	F. W. Pike	10 00	.....
	Julia A. Perkins	5 00	5 00
450	Wm. Peoy	5 00	5 00
	Dr. H. A. G. Roberts	25 00	25 00
	W. B. Rattliffe	5 00	.....
	R. Robbins	5 00	5 00
	Mrs. W. H. Sims	10 00	10 00
	Julian Tourmillon	25 00	25 00
	F. Temple	5 00	5 00
	F. A. Tete	20 00	20 00
	Felic Thebadoux	5 00	5 00
	Madam C. Verret	5 00	5 00
	J. B. Vinsen	20 00	.....
	A. Vela	25 00	.....
	Col. Wm. Wynn	50 00	.....
	Dr. F. A. Williamson	50 00	50 00
	X.	15 00	15 00
	TERRE BONNE PARISH.		
	Mr. Aycock	5 00	.....
	Jno. Brunson	100 00	.....
	J. V. Bouleton	20 00	.....
	N. Bonvillian	25 00	25 00
	Edwin Bojkin	25 00	25 00
	W. A. Bisland	100 00	100 00
	R. E. Butler	50 00	50 00
	Blanchard & Ranson	50 00	25 00
	Jno. R. Bisland	50 00	50 00
	Dr. H. W. Buck	10 00	.....
	C. Q. Carlin	8 50	.....
	A. G. Cage	100 00	100 00
	D. S. Cage	100 00	100 00
	G. F. Connelly	25 00	25 00
451	J. B. Dunn	5 00	.....
	M. H. Dauries	30 00	30 00
	Z. V. Dartynis	10 00	10 00
	F. A. Easton	20 00	.....
	R. G. Ellis	25 00	25 00
	W. C. Ellis	20 00	20 00
	Thos. H. Ellis	50 00	50 00
	Tobias Gibson	100 00	.....
	F. S. Goode	20 00	20 00
	R. H. Grinage	5 00	5 00
	Dr. J. W. Hardgrove	20 00	.....
	W. Hatch	10 00	10 00
	A. Leritt	5 00	.....
	W. Minor	20 00	20 00
	Andrew McCollam	50 00	50 00
	Wm. Moreing	10 00	10 00
	F. L. Meat	10 00	10 00
	Dr. G. W. Pickering	5 00	.....
	Judge Porche	25 00	.....
	Mrs. P. Pierce	20 00	.....
	H. Patout	10 00	.....
	Levy Robertson	5 00	5 00
	Jos. Semple	25 00	.....
	Wm. A. Shaffer	100 00	100 00
	Jno. Shaffer	20 00	.....
	Mrs. Celeste Tanner	100 00	100 00
	A. Verret	20 00	.....
	Mrs. S. Wallis	5 00	.....
	H. H. Wallis	50 00	.....
452	John Webre	50 00	50 00
	VERMILLION PARISH.		
	D. O'Bryan	5 00	5 00
	Lerard Decuir	5 00	5 00
	E. Ewing	5 00	.....
	A. J. Kearney	5 00	5 00
	Wm. Kibbe	5 00	5 00
	A. Nuney	5 00	5 00
	Jos. Nourney	5 00	5 00
	Rob't Perry	5 00	.....
	R. F. Patten	5 00	5 00
	T. S. Winston	10 00	10 00
	E. J. Zingnon	5 00	.....

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	EAST BATON ROUGE PARISH.		
	Ladies of Hope Estate	40 00	.....
	Gov. T. O. Moore	50 00	50 00
	F. Penniston	25 00	.....
	E. Robertson	50 00	50 00
	WEST BATON ROUGE PARISH.		
	W. W. Allen	25 00	.....
	T. W. Bird	25 00	.....
	J. A. Bird	25 00	25 00
	Jon. Buhler	25 00	25 00
	B. F. Babin	10 00	10 00
	W. B. Chamberlain	10 00	10 00
	Caire Bros	5 00	5 00
	O. M. De Blanc	25 00	.....
	W. Jones Dyle	25 00	.....
453	E. M. Herreford	$25 00	$ .....
	Dan. Hickey	50 00	50 00
	Theo. Hugeret	10 00	.....
	J. L. Lobdell	25 00	.....
	J. S. Lobdell	25 00	25 00
	D. Landry	20 00	20 00
	Jos. Landry	20 00	20 00
	C. S. Lobdell	10 00	10 00
	N. Landry	10 00	10 00
	W. Jones Lyle	25 00	25 00
	J. T. Nolan	25 00	25 00
	Dr. J. C. Patrick	50 00	50 00
	E. B. Trinidad	100 00	.....
	Dr. Vangu (per year, during life)	25 00	.....
	W. C. Woods	25 00	.....
	J. E. Woods	20 00	20 00
	ASCENSION PARISH.		
	J. F. Argraud	5 00	5 00
	L. H. Bringier	75 00	.....
	G. Babin	5 00	.....
	John Brown	30 00	.....
	John Chastant	5 00	.....
	J. Chastant	5 00	.....
	E. Duffel	25 00	.....
	H. A. Doyle	50 00	50 00
	Villiex Dugas	5 00	5 00
	E. Gaudin	5 00	5 00
	P. O. Hyrand	10 00	.....
454	Jas. Hewitt	50 00	.....
	R. P. Landry	25 00	.....
	Valery Landry	100 00	.....
	Jno. L. Minor	50 00	.....
	R. McCall	100 00	100 00
	N. Melancon	20 00	.....
	B. Molliere	5 00	5 00
	Victor Maurin	5 00	.....
	Dr. J. C. McCormick	5 00	5 00
	J. A. Pitchard	25 00	25 00
	Schener & Landry	25 00	.....
	Fred. R. Thompson	25 00	25 00
	Octove Terris	10 00	10 00
	W. C. Ventriss	200 00	.....
	J. A. Ventriss	100 00	.....
	IBERVILLE PARISH.		
	Widow T. Allair	5 00	.....
	Jno. Andrews	50 00	50 00
	C. Auger	10 00	10 00
	C. F. Aycock	5 00	5 00
	T. R. Boote	25 00	.....
	W. P. Bogan	25 00	.....
	Col. E. G. W. Butler	100 00	.....
	Chas. A. Brusle	50 00	50 00
	David Barron	25 00	25 00
	Mrs. L. Blanchard	10 00	10 00
	T. Blanchard	10 00	10 00
	J. S. Blanchard	5 00	5 00
	G. Babin	5 00	5 00
455	J. W. Beasley	50 00	50 00

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	W. W. Pugh	100 00	100 00
	J. B. Penninson	25 00	25 00
	Widow Penninson	15 00	.....
	C. Penninson	25 00	.....
	H. Patout	10 00	.....
	F. W. Pike	10 00	.....
	Julia A. Perkins	5 00	5 00
450	Wm. Peoy	5 00	5 00
	Dr. H. A. G. Roberts	25 00	25 00
	W. B. Ratliffe	5 00	.....
	R. Robbins	5 00	5 00
	Mrs. W. H. Sims	10 00	10 00
	Julian Tourmillon	25 00	25 00
	F. Temple	5 00	5 00
	F. A. Tete	20 00	20 00
	Felic Thebadoux	5 00	5 00
	Madam C. Verret	5 00	5 00
	J. B. Vinsen	20 00	.....
	A. Vela	25 00	.....
	Col. Wm. Wynn	50 00	.....
	Dr. F. A. Williamson	50 00	50 00
	X	15 00	15 00
	TERRE BONNE PARISH.		
	Mr. Aycock	5 00	.....
	Jno. Bruuson	100 00	.....
	J. V. Bouleton	20 00	.....
	N. Bonvillian	25 00	25 00
	Edwin Bojkin	25 00	25 00
	W. A. Bisland	100 00	100 00
	R. E. Butler	50 00	50 00
	Blanchard & Ranson	50 00	25 00
	Jno. R. Bisland	50 00	50 00
	Dr. H. W. Buck	10 00	.....
	C. Q. Carlin	8 50	.....
	A. G. Cage	100 00	100 00
	D. S. Cage	100 00	100 00
	G. F. Connelly	25 00	25 00
451	J. B. Dunn	5 00	.....
	M. H. Dauries	30 00	30 00
	Z. V. Dartyuis	10 00	10 00
	F. A. Easton	20 00	.....
	R. G. Ellis	25 00	25 00
	W. C. Ellis	20 00	20 00
	Thos. H. Ellis	50 00	50 00
	Tobias Gibson	100 00	.....
	F. S. Goode	20 00	20 00
	R. H. Grinage	5 00	5 00
	Dr. J. W. Hardgrove	20 00	.....
	W. Hatch	10 00	10 00
	A. Leritt	5 00	.....
	W. Minor	20 00	20 00
	Andrew McCollam	50 00	50 00
	Wm. Morcing	10 00	10 00
	F. L. Mead	10 00	10 00
	Dr. G. W. Pickering	5 00	.....
	Judge Porche	25 00	.....
	Mrs. P. Pierce	20 00	.....
	H. Patout	10 00	.....
	Levy Robertson	5 00	5 00
	Jos. Semple	25 00	.....
	Wm. A. Shaffer	100 00	100 00
	Jno. Shaffer	20 00	.....
	Mrs. Celeste Tanner	100 00	100 00
	A. Verret	20 00	.....
	Mrs. S. Wallis	5 00	.....
	H. H. Wallis	50 00	.....
452	John Webre	50 00	50 00
	VERMILLION PARISH.		
	D. O'Bryan	5 00	5 00
	Lerard Decuir	5 00	5 00
	E. Ewing	5 00	.....
	A. J. Kearney	5 00	5 00
	Wm. Kibbe	5 00	5 00
	A. Nuney	5 00	5 00
	Jos. Nourney	5 00	5 00
	Rob't Perry	5 00	.....
	R. F. Patten	5 00	5 00
	T. S. Winston	10 00	10 00
	E. J. Zingnon	5 00	.....

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	EAST BATON ROUGE PARISH.		
	Ladies of Hope Estate	40 00	
	Gov. T. O. Moore	50 00	50 00
	F. Penniston	25 00	
	E. Robertson	50 00	50 00
	WEST BATON ROUGE PARISH.		
	W. W. Allen	25 00	
	T. W. Bird	25 00	
	J. A. Bird	25 00	25 00
	Jos. Buhler	25 00	25 00
	B. F. Babin	10 00	10 00
	W. B. Chamberlain	10 00	10 00
	Caire Bros	5 00	5 00
	O. M. De Blance	25 00	
	W. Jones Dyle	25 00	
453	E. M. Herreford	$25 00	$
	Dan. Hickey	50 00	50 00
	Theo. Hugeret	10 00	
	J. L. Lobdell	25 00	
	J. S. Lobdell	25 00	25 00
	D. Landry	20 00	20 00
	Jos. Landry	20 00	20 00
	C. S. Lobdell	10 00	10 00
	N. Landry	10 00	10 00
	W. Jones Lyle	25 00	25 00
	J. T. Nolan	25 00	25 00
	Dr. J. C. Patrick	50 00	50 00
	E. B. Trinidad	100 00	
	Dr. Vangu (per year, during life)	25 00	
	W. C. Woods	25 00	
	J. E. Woods	20 00	20 00
	ASCENSION PARISH.		
	J. F. Argrand	5 00	5 00
	L. H. Bringier	75 00	
	G. Babin	5 00	
	John Brown	30 00	
	John Chastant	5 00	
	J. Chastant	5 00	
	E. Duffel	25 00	
	H. A. Doyle	50 00	50 00
	Villiex Dugas	5 00	5 00
	E. Gaudin	5 00	5 00
	P. O. Hyrand	10 00	
454	Jas. Hewitt	50 00	
	R. P. Landry	25 00	
	Valery Landry	100 00	
	Jno. L. Minor	50 00	
	R. McCall	100 00	100 00
	N. Melancon	20 00	
	B. Molliere	5 00	5 00
	Victor Maurin	5 00	
	Dr. J. C. McCormick	5 00	5 00
	J. A. Pitchard	25 00	25 00
	Schener & Landry	25 00	
	Fred. R. Thompson	25 00	25 00
	Octove Terris	10 00	10 00
	W. C. Ventriss	200 00	
	J. A. Ventriss	100 00	
	IBERVILLE PARISH.		
	Widow T. Allair	5 00	
	Jno. Andrews	50 00	50 00
	C. Auger	10 00	10 00
	C. F. Aycock	5 00	5 00
	T. R. Boote	25 00	
	W. P. Bogan	25 00	
	Col. E. G. W. Butler	100 00	
	Chas. A. Brusle	50 00	50 00
	David Barron	25 00	25 00
	Mrs. L. Blanchard	10 00	10 00
	T. Blanchard	10 00	10 00
	J. S. Blanchard	5 00	5 00
	G. Babin	5 00	5 00
455	J. W. Beasley	50 00	50 00

EXHIBIT I I—Continued.

	Names.	Pledged.	Paid.
	R. E. Camp	25 00	25 00
	N. Cropper	50 00	50 00
	Mrs. J. T. Cropper	25 00	25 00
	C. Carmonitu	5 00	5 00
	Dr. C. Clements	10 00	10 00
	J. L. Cole	25 00	.....
	Mrs. E. Cropper	25 00	.....
	N. Cathews	10 00	10 00
	Jno. Chastant	5 00	5 00
	Jos. Chastant	5 00	5 00
	H. H. Cawen	5 00	5 00
	V. J. Dupuy	100 00	100 00
	B. Debleux	50 00	50 00
	Jno. H. Darden	50 00	50 00
	Mrs. A. M. Dickinson	100 00	.....
	E. Dodd	20 00	20 00
	E. Duffel	25 00	25 00
	Isaac Erwin	25 00	.....
	M. A. Estroan	10 00	10 00
	Mrs. L. Edwards	50 00	.....
	J. H. Erwin	5 00	5 00
	O. Ferris	10 00	.....
	S. Gourier	10 00	10 00
	Edward J. Gray	100 00	.....
	A. Greaud	25 00	.....
	A. Grasp	10 00	10 00
	Edward Gaudin	15 00	15 00
	Gov. P. O. Herbert	50 00	50 00
456	Jesse Hart	50 00	.....
	D. L. Hornsby	10 00	.....
	C. O. Herbert	50 00	.....
	M. Herbert & Bro	100 00	.....
	Dr. P. L. Herlant	50 00	.....
	Hoase & Bros	10 00	.....
	B. R. Hall	25 00	.....
	A. O. Hebert	5 00	.....
	P. O. Hyrand	10 00	.....
	Gov. H. Johnson	50 00	.....
	A. Juvenal	10 00	.....
	Jos. Kleinpeter	10 00	.....
	C. Kleinpeter	5 00	.....
	E. W. Keep	25 00	.....
	R. A. Kearney	5 00	.....
	A. Levert	25 00	.....
	Temon Labauve	25 00	.....
	Mrs. E. Lawes	25 00	.....
	A. Le Blanc	20 00	.....
	August LeBlanc	10 00	.....
	H. Leonard	5 00	.....
	Lucien Landry	5 00	.....
	Oscar Lauve	50 00	.....
	J. Mathews	25 00	.....
	J. McWilliams	10 00	.....
	H. E. Moore	10 00	.....
	A. P. Marinaux	5 00	.....
	L. I. Marinaux	5 00	.....
	C. Marinaux	5 00	.....
	Jno. S. Minon	50 00	.....
457	Edward Moore	25 00	25 00
	Sam. Matthews	10 00	.....
	N. Melacan	20 00	20 00
	V. Marion	5 00	5 00
	C. Moniton	5 00	5 00
	Mrs. V. R. Owens	50 00	50 00
	J. A. Pritchard	25 00	.....
	A. Pettit	10 00	10 00
	F. Penniston	25 00	25 00
	F. W. Pike	10 00	10 00
	W. A. Read	25 00	25 00
	Mrs. E. R. Reames	100 00	.....
	Mrs. E. Robertson	50 00	.....
	Roth, Debbux & Co	100 00	.....
	J. H. Randolph	50 00	50 00
	Alex. Roth	10 00	10 00
	V. Rota	25 00	.....
	I r, E. Scratchley	50 00	.....
	D. R. Schlatre	50 00	50 00
	G Schlatre	50 00	50 00
	N. C. Schlatre, jr	10 00	10 00
	Jacob Schlatre	10 00	10 00
	J. A. Sigur	100 00	.....

EXHIBIT I I—Continued.

Names.	Pledged.	Paid.
J. D. & H. R. Slack	100 00	
Dr. Stone	25 00	25 00
Thos. Sigur	25 00	25 00
C. L. Sigur	10 00	10 00
J. H. Stokley	5 00	5 00
Jno. R. Thompson	25 00	25 00
458 Mrs. E. Todd	20 00	
P. S. Tuttle	5 00	5 00
P. R. Vintriss	50 00	
W. C. S. Vintriss	200 00	
Dr. T. P. Vaughn (during life, paid first year)	25 00	25 00
E. Woods	50 00	
J. Wetherly	25 00	25 00
Anthony Wilbert	5 00	5 00
P. L. Winnarts	50 00	50 00
ST. MARTIN PARISH.		
E. Bustard	10 00	
Ed. Bustard	5 00	
Z. Bustard	5 00	
P. Cabrelt	5 00	
Madam N. DeCluit	10 00	
H. Hopkins	100 00	
Herbert & Vedine	10 00	
Mr. Mestayer	5 00	
A. D. Minor	10 00	
E. Montaigne & Son	5 00	
Wm. Rose	25 00	
Dr. Shaw	5 00	
S. F. Thorne	5 00	5 00
W. E. Walker	50 00	50 00

459 *Exhibit K K.—Offered in evidence by defendant.—Filed by examiner, Feb'y 15th, '78.—Filed before the court June 14th, '78.*

Charter of the Louisiana Board of Trustees of the American Printing House for the Blind.

Whereas, it is contemplated to establish at Louisville, in the State of Kentucky, a publishing house, to print and publish books in raised letters for the use of the blind in the United States; and whereas, to establish said publishing house on a permanent basis, and with sufficient capital, contributions from various States of the Union are anticipated; and whereas it is proper and just that a portion of said fund should be contributed by the citizens of the State of Louisiana, and believing the object to be worthy the consideration and liberality of
460 a generous public, and desiring to co-operate in the accomplishment of the proposed enterprise, we, the undersigned, citizens of Louisiana, do hereby associate ourselves together and constitute ourselves and our successors a body corporate, under the provisions of an act of the legislature of the State of Louisiana, approved March 14th, 1855, entitled "An act for the organization of corporations for literary, scientific, religious and charitable purposes," and we do hereby agree to the following article of corporation:

FIRST.

The name and style of this corporation shall be, "The Louisiana Board of Trustees of the American Printing House for the Blind," by which name it shall be known, and be capable to sue and be sued, and the domicil of this corporation shall be in the city of New Orleans.

SECOND.

461 The object of this association and corporation shall be to raise funds for, and otherwise to aid in, the permanent establishment and successful management at Louisville, Kentucky, of a publishing house for the printing and publication of books in raised letters for the use of the blind in the United States.

THIRD.

The trustees shall annually elect, by ballot from their own number, a president, on whom all legal process shall be served, a treasurer and secretary, provided that said officers shall continue in office until their successors shall have been elected and qualified.

FOURTH.

The trustees shall have power to fill all vacancies occurring in the board by death, resignation or otherwise; to adopt by-laws for their own government, and prescribe the duties of its officers and members, and they shall be empowered to receive by donation, bequest, purchase, or otherwise, and to hold and use properties, real and personal,
462 to the amount of one hundred thousand dollars.

FIFTH.

The trustees shall hold the funds and properties of the corporation for the purposes thereof, and until the sum of twenty-five thousand dollars is raised in this State and other States of the Union, the same may be safely invested at the discretion of the trustees; that so soon as the trustees are officially informed by the trustees of the Amerian Printing-House for the Blind at Louisville, Kentucky, that the sum of twenty-five thousand dollars has been raised, they shall then remit the funds and properties received by them to said trustees at Louisville, in such sums as may from time to time be required to establish and carry on said publishing house; provided that should said sum of twenty-five thousand dollars not be raised within seven years from the date of this incorpora-
463 tion or said publishing house not be established within nine years from said date, then the donations and contributions received, together with the interest thereon accrued, after deducting expenses of the incorporation, shall be returned to the contributors and donors thereof.

SIXTH.

The trustees reserve to themselves at all times the right, through their president, of visiting the establishment, or printing and publishing house, at Louisville, and inspecting the books and management of the same, and, in conjunction with the presidents of other boards that may be formed, the supervision and administration of the affairs thereof, in accordance with the provisions of the tenth section of the charter of "The Trustees of the American Printing House for the Blind," as incorporated by the general assembly of the State of Kentucky.

SEVENTH.

The trustees shall require from the treasurer of the board,

464 before entering upon his duties, a bond, with good and solvent security, in the sum of ten thousand dollars, in favor of the president of the board, conditioned for the faithful performance of his duties, provided that the amount of said bond may be increased at the discretion of the board whenever the safety and security of their funds and properties may make it expedient.

EIGHTH

This corporation shall continue and exist for the term and space of ninety-nine years, unless sooner dissolved by mutual consent.

In testimony whereof we, the undersigned, have hereto affixed our own proper names and signatures, this third day of January, one thousand eight hundred and fifty-nine, in the city of New Orleans and State of Louisiana.

W. H. FOSTER.
W. NEWTON MERCER.
THOS. A. ADAMS.
465 JAMES H. LOW.
WM. R. CAMPBELL.
WM. H. DAMERON.
J. G. SEYMOUR.

I, the undersigned, district attorney of the parish of Orleans, do hereby certify that I have carefully examined the foregoing act of charter and incorporation and find the same in all points conformable to law, and I do hereby approve the same and admit it to record, whereby it will become a legal and valid act of incorporation and charter of the Louisiana Board of Trustees of the American Printing House for the Blind.

City of New Orleans, parish of Orleans, 14th day of January, A. D. 1859.

M. A. FOUTE,
District Attorney.

The undersigned, recorder of mortgages in and for the parish and city of New Orleans, certifies that the within act was recorded this day in Society Book No. 4, folios 206, 207, and 208.

466 New Orleans, the fourteenth January, 1859.

JOHN HOLMES,
Recorder.

Exhibit L L, after due and diligent search, could not be found, the same being either lost or mislaid.

467 *Testimony taken before E. D. Craig, U. S. comm'r, on behalf of complainant.—Filed June 14th, 1878.*

United States circuit court district of Louisiana.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES OF THE American Printing House for the Blind. } No. 7867.

Testimony taken on behalf of complainant, the American Printing House for the Blind, before E. D. Craig, esq., United States commissioner.

Appearances, E. E. Moïse, esq., for complainant, Hon. E. T. Merrick for respondent.

Mr. RICHARDSON sworn as a witness for the complainant.

Examined by Mr. MOÏSE:

Q. You are one of the firm of Richardson & Magruder as counsel for the intervenors, the donors, in this case?

468 A. I am.

Q. It was your firm who, as attorneys, brought the suit of Foley versus the Louisiana Board, is it not?

A. It was.

Q. Do you remember the pleadings in that case?

A. I remember some of them but the pleadings speak for themselves.

Q. Do you remember the fact, interrogatories on facts and articles propounded through its president?

A. Yes, sir.

Q. Mr. Richardson, at the time that these interrogatories were propounded did not the counsel for the Louisiana Board of Trustees have full knowledge of the contents of what is called in this litigation the amendatory act; did not he have full knowledge of that fact prior to the answer of the interrogatories?

A. Well, I could only answer that question as to examining the record and ascertaining the dates when the interrogatories were

469 filed, when our brief was filed and when the brief of counsel for the defense was filed. I could not state that now without examining that record. About the matter or dates I did not charge my memory.

Q. Was not the case of Dupuy interrogatories on facts and articles propounded there and answered?

A. No interrogatories were propounded there and answered only in exceptions; an answer was filed to that suit. No interrogatories were propounded on facts and articles.

Q. Mr. Richardson, I present you here a copy of those interrogatories sworn to on the thirteenth of March, 1876. I show you here your brief which has been filed here. Was not this brief of yours handed to Judge Merrick before the filing of those interrogatories or the affidavit to those interrogatories on March the thirteenth, 1876?

A. There are no dates to this brief, unfortunately; the date

470 of its filing in either the sixth court or the superior court is not upon it. I could ascertain the date when this brief was filed by examining my papers.

Q. Will you examine your papers and let the examiner know the exact dates in these matters?

A. Yes, sir; from this brief you want to find out when this brief was filed. I can only ascertain that by looking among the papers and ascertaining the date.

Q. Was there a brief written in answer to this brief of yours?

A. There was a brief written in answer to mine.

Q. Please look at this brief (brief of Richardson & Magruder, marked D D and filed by the Louisiana Board of Trustees), look and say whether you remember that document.

A. These are questions of dates as to the filing; it is very important to ascertain the dates of filing the documents.

Q. Is there not there a brief written for the Louisiana Board in

471 reply to the brief marked D D which has just been shown you?

A. It was. A brief was written in reply to the proper one, marked D D.

Q. Is that the brief?

(Hands a document to witness to read and asks him if that is the document.)

A. I don't say that this brief was written——

Q. Do you recognize that handwriting?

A. I do.

Q. Whose is it?

A. Judge E. T. Merrick.

Q. Was he counsel for the Louisiana board in that case?

A. I believe so.

(Counsel for complainant offers in evidence brief marked M. B. in reply to the brief marked D D.)

Judge MERRICK. The brief of counsel on the argument of the case is not properly testimony to be used against a client. There is no
472 proof that this brief ever had any existence until long after the issues were made up in these cases, and objects to the filing of this brief.

The examiner permits the document to be marked M. B. and to be filed, subject to the objection of Judge Merrick, to be ruled upon by the court. Document filed May 17th, 1878.

Document marked M. B., offered in evidence by complainant and filed by examiner May 17th, 1878, subject to the objection of counsel for the def't.

6th dist. court.

VALSIN J. DUPUY
vs.
LOUISIANA BOARD OF TRUSTEES FOR THE BLIND.

We have been presented with a brief of fourteen printed pages on behalf of plaintiff.

I. The counsel for plaintiff have labored to prove that the American Printing House for the Blind was destroyed by an amendatory
473 act of the Kentucky legislature. At the same time, they cite authorities which show that if the amendatory act was such as they represent it to be, it was null and void, as impairing the obligation of contracts.

II. It is sufficient to show that the subscriptions were made for the benefit of the Louisville board, and that the board still exists. Of this the proof in the case is abundant, and that and other corporations engaged in the same object are interested.

III. The complaint that the Louisville board has not done its duty to the Louisville board and paid over the money when it was due is the very strongest reason why the Louisville board should be made a party and heard. If she was at any time entitled to the money, as the argument concedes, she is still entitled, and it cannot be withdrawn without hearing her.

IV. The long brief seems to have wandered very far from the issue. The issue is, are there other corporations and persons
474 interested in the fund out of which plaintiff proposes to take his slice and the costs of his suit. The very document (the charter) on which he relies shows that the American Printing House for the Blind, at Louisville, has the greatest interest in the fund. He alleges also that there was other donors equally interested as himself. If they

sue one after the other and the costs are paid out of the fund, how much will the last suitors get?

Plaintiff claims his share of a joint fund belonging, he says, to himself and many other persons. He is not a depositor, having his bank-book and a right to withdraw his deposits as such creditor against the bank. He claims the assets of the company, and proposes to divide the assets without making all other parties having the same interest in the assets that he has parties. This course is not warranted by law.

V. Counsel labor to show that the American Printing House
475 for the Blind at Louisville has been negligent and has not sued the Louisiana Board of Trustees. It may be that other donors may think otherwise, and that the management has been judicious, which has preserved and accumulated a fund which has stood as a guarantee for all the work done and which will produce a permanent annual income. The matter has not been put at issue or pleaded in legal way, and we suppose, as the question has no legal bearing on the case at issue, and there are no proper parties before the court to contest the question, if it were one, it is useless to waste words in reply.

VI. Plaintiff's counsel have also touched upon the merits of the case, which shows that they have looked into the depositions. On page 10 of their printed brief they show that the Louisville board had raised in cash
$12,900.36, and the Louisiana Board $17,000 and upwards within
476 the seven years. This makes $29,900.36, without touching the $22,000 raised by Mississippi. This shows that the alternative condition was fulfilled and the donation absolute.

Had counsel read more attentively he would have found that there had been no change in the Louisville corporation, and that the printing house was established in 1863.

Q. Is this brief, marked M. B., in reply to your brief marked D D?

A. It is. It is one of the briefs.

Q. Is there more than one written or filed?

A. Well, there were others; I don't know how many. That is one of the briefs, I know.

Cross-examined by Judge MERRICK:

Q. Do you remember, Mr. Richardson, which suit was filed first, the Dupuy, the Foley, or the State?

A. The dates of the filing of those petitions will show, and
477 I refer to them. I don't recollect the dates of the filing.

Q. This brief that is marked M. B., to which you have referred, will you state in what, on what question it was used in the sixth district court.

A. Upon the question whether the Louisville house, the several donors in the State of Louisiana and the city of New Orleans, and the Mississippi board should be made parties to that suit.

Q. Do you not remember, Mr. Richardson—let me call it to your mind—do you not remember that on the trial of the exception under which the argument was had or on which the argument was had, that the interrogatories on facts and articles were offered in evidence at the time of the trial and were there before the court on the trial, and that all issues were made up in both cases at the time of the trial?

A. I think that the answers of Thomas A. Adams in the
478 Foley case to the interrogatories were introduced in evidence in the case known as the Dupuy case, but whether they were in at the time of the filing of this brief witness cannot say without examining

the dates. I know it was offered in evidence at the time of the trial of those exceptions and of the arguments of the case.

Q. Were not those exceptions on trial during a considerable period of time; were they not first argued before Judge Saucier, and then after his decease, and not decided by him, but before the present Judge Rightor?

A. They were. They were for a very long time; nearly two years.

The examination of witness reserved as to the question of dates, referred to, only. Closed in all other respects.

Adjourned to—

LA. BOARD OF TRUSTEES, &C.

N. O., JUNE 1ST, 1878.

479 Witness for complainant, E. E. Moïse.

E. E. MOÏSE, sworn for the complainant, says:

I am counsel of the complainant in this cause, representing Major John H. New, their counsel, who is at present, and has been for some time, ill in Europe. As such I have had free access to all his papers in this cause.

I have had many, frequent, and often conversation with Messrs. Richardson and Magruder, the attorneys for the donors, about this cause, as when I took up the papers I knew nothing at all of it, and most of my information on the facts and matters had to be gathered from Messrs. Richardson and Magruder.

The compromise, referred to in Judge Merrick's testimony, was a compromise, as I understand it from Messrs. Richardson & Magruder, in which the Louisiana Board of Trustees was to be a party, and fell
480 through by reason of the Louisiana Board of Trustees not wanting to be a party.

There is not now, nor has there ever been to my knowledge, gathered from the papers and facts or the conversations with Messrs. Richardson and Magruder any compromise between the donors and the complainant herein that in the event of any one of them having a decision in their favor that the others should be a partaker in the fruits.

There was no* such thing broached, and I wrote to Mr. Barrett, the treasurer of the American Printing House for the Blind, in order to get at the full facts. He wrote me that there was a compromise broached, but it was refused and never was brought to an issue in any way, and that the only compromise that he (Barrett) ever understood was one in which the Louisiana Board of Trustees was to have been made a party.

481 (Offered in evidence by Judge Merrick the letter of Charles Kilshaw, treasurer of the New Orleans Savings Institution, addressed to W. H. Foster, secretary of the Louisiana Board of Trustees of the American Printing House for the Blind, marked H W.

Counsel agree that the original letter, referred to in the testimony of Mr. Richardson and Judge Merrick, should be found; that both counsel desire to have the same produced.)

Testimony on both sides here closed.

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* "No" inserted by examiner.—E. D. C.

Letter marked H W.—Offered in evidence by def't.

NEW ORLEANS SAVINGS INSTITUTION,
New Orleans, May 15th, 1876.

WM. H. FOSTER, Esq.,
Secretary of the Louisiana Board of Trustees of the American Printing House for the Blind:

482 SIR: In consequence of the litigation now pending in relation to the funds to your credit in this institution, a decision of which at any moment makes it imperative that we should be constantly prepared for a settlement of same, we beg to notify you that from this date no interest will be allowed you.

Respectfully,

CHAS. KILSHAW,
Treas'r.

483 *Rule to invest funds.—Entered & filed March 3d, 1879.*

Circuit court of the United States for the dist. of Louisiana.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES. } No. 7867.

Now comes the complainant in the above entitled cause and suggests to the court that the fund in dispute herein is in the possession of the defendant—The Louisiana Board of Trustees for the American Printing House for the Blind—and has been deposited in several of the banks of this city, where it is not drawing interest or secured as well as it might be; that complainant has made an application to said defendant requesting that the said fund be invested in registered four per cent. bonds of the United States pending the final determination of this suit, which request said defendant has declined and neglected to comply with; that
484 this litigation is likely to last several years; and that it is to the interest of all concerned that the funds should be securely invested at interest.

It is therefore ordered that the defendants do show cause on the 8th day of March, 1879, at 11 a. m., why the funds in controversy should not be invested in a registered four per cent. interest-bearing bond of the United States, and held by the La. Board of Trustees, to abide the result of this suit.

Marshal's return on above rule.

Received March 4th, 1879, by the U. S. marshal, and on the 5th day of March, 1879, served true copies of the within notices on the within-named parties, to wit, on Richardson & Magruder, esq'res, personally on H. B. Magruder, and on E. T. Merrick, esq., by leaving the same at his office, No. 5 Commercial Place, in the hands of A. H. Wilson, E. T. Merrick, esq., being absent at the time of service.

(Signed) J. WHARTON,
D'y Marshal.

485 *Decree on rule to invest funds.—Entered and filed March 8, 1879.*

Circuit court of the U. S., dist. of La.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C., ET als. } No. 7867.

Rule to invest funds in the United States four per cent. bonds.

Present, W. Grant, counsel for complainant; E. T. Merrick, for the Louisiana Board of Trustees.

This cause came on to be heard, and upon consideration thereof, after hearing counsel, it is ordered by the court that the said Louisiana Board of Trustees, &c., do invest the sum of twenty-five thousand dollars of the funds in their hands in the unregistered four per cent. bonds of the United States, and retain the same, when so invested, in their hands until the further order of this court.

Memorandum of complainant's evidence.—Filed April 5th, 1870.

486 Mem. of complainant's evidence offered.

1. The act of incorporation of the American Printing House for the Blind, dated January 26, 1858; the amendments thereof of April 3, 1861, and 1865. See pages 152, 162. & 171.

2. The testimony of W. F. Bullock, John G. Barret, and W. B. Huntoon, taken under commission at Louisville. See pages 114, 130, & 144.

3. The articles of incorporation of the Louisiana Board of Trustees of the American Printing House for the Blind, defendant. See page 459.

Hearing & continuance of cause.—Extract from the minutes November term, 1878.

NEW ORLEANS, *Saturday, April 5*, 1879.

Court met pursuant to adjournment.

Present, Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C., ET als. } No. 7867.

487 This cause came on to be heard upon the bill, answer, replication, exhibits and proofs and other proceedings in the record, and having been argued by J. A. Campbell, E. T. Merrick, and E. H. Farrar, the cause was continued for further hearing to 8th instant at 11 a. m.

Defendants' note of evidence.—Filed April 17th, 1879.

U. S. circuit court. In chancery.

AMERICAN PRINTING-HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES ET ALS. } No. 7867.

The testimony of the La. Board of Trustees in evidence on the trial.

1. The defendants' answer under oath and exhibits annexed hereto. (See pages 42, 70, 78, 80 & 83.)
2. The Mississippi charter of 1857 (see page 408). The act of the Kentucky legislature approved January 26th, 1858, chapter 115 (see page 152), and the Louisiana charter of January, 1859 (see page 459).
488 3. The resolution of the Kentucky board marked D D (see page 416).
4. Depositions of Ruggles and Bradford (see pages 210 & 223).
5. Deposition of H. B. Kneass (see page 233).
6. Pages 14 to 22, inclusive, in document H (see page 426).
7. The new Kentucky charter approved April 3d, 1861, for the purposes stated (see page 162).
8. Admissions of the parties as to the suits in the State courts before Commissioner Craig (see page 249).
9. The testimony and documents taken for and offered in evidence by this defendant at the various sittings before E. D. Craig, esq., commissioner (see page 245).
10. Record in Louisiana Board of Trustees vs. Dupuy et als.

489 *Copies of the petition and answer in the case of the La. Board of Trustees, &c., vs. Valsin J. Dupuy et al., No. 9685 of the docket of the sixth district court for the parish of Orleans.—Filed April 5th, 1879. Offered in evidence by defendants April 17th, 1879.*

STATE OF LOUISIANA.

Sixth district court for the parish of Orleans.

LOUISIANA BOARD OF TRUSTEES FOR THE American Printing-House for the Blind
vs.
VALSIN J. DUPUY ET ALS. } No. 9685.

Petition (copy of).—Filed Dec. 5th, 1877, & signed H. Miester d'y clerk.

To the Hon. N. H. Rightor, judge of the sixth district court for the parish of Orleans.

490 The petition of the Louisiana Board of Trustees of the American Printing-House for the Blind, domiciled in the city of New Orleans and parish of Orleans, and State of Louisiana, respectfully represents: That your petitioner was duly incorporated under the general laws of the State, under an act dated the 3d day of January, A. D. 1859, as will the more fully appear by reference to a copy of said act hereunto annexed and made part of this petition.

Petitioner further represents that at the time said act was entered

into, a corporation was in existence which had been previously, viz, in 1857, incorporated by the State of Mississippi for the same general purpose, entitled "The board of trustees to aid in establishing a publishing house to print books, &c., for the benefit of the blind," and that there had been also previously established, viz, in 1858, by the State of Kentucky, a corporation under the name and style of "The Trustees of the American Printing House for the Blind," and at
491 the same time that petitioner's act was made, it was contemplated that other similar corporations would be created by other States of the Union, and that these various corporations would co operate in establishing a printing house to print books, &c., in raised letters for the blind; and each of these corporations, it was understood and expected by the others, was to act in concert and co-operate with them as partners, to carry into effect the common design and under their then existing charters which insured to each other a mutual vote and power, the carrying into effect their common purpose; and to that end, it was understood that each of them should collect funds by donations from States of the Union and individuals for that purpose; and at that time it was understood that one Sherrod should act as the general agent of all the boards then in existence, and so successful were the different
492 boards, that by the year (1860) the said Sherrod reported that at that time the corporations had raised of common funds the sum of twenty-five thousand dollars, and the subscriptions were, in fact, obtained to over fifty thousand dollars, and by the conditions of petitioner's charter the donations to it had become and were absolute.

Petitioner further represents that by the excellent management of petitioner the funds which came into its hand, they amount, with the interest, to the sum of thirty thousand dollars and over, subject, however, to certain deductions for costs and charges; and the same is deposited in the New Orleans Savings Institutions; that said sum was increased by interest from $16,136 to the present amount.

Petitioner further represents that a Kentucky corporation, created by some subsequent act of the Kentucky legislature, but with pro-
493 visions not so favorable to the rights of petitioner as the original charter of the corporation in existence when petitioner first undertook to act in concert with the said original corporation, has instituted a suit in the United States court for the fifth circuit and district of Louisiana against petitioner, being numbered on the docket of said circuit court as cause No. 7867 on the chancery side of said court, alleging the fulfillment of the conditions of the charter and claiming the whole of said sum on deposit in the said Savings Institution, and that certain parties represented by Messrs. T. Hunton and Richardson & Magruder, attorneys and counsellors at law, are made parties defendant in said suit, at the instance of said Hunton, Richardson, and Magruder, among which said parties are Henry B. Foley, Valsin J. Dupuy, Nat. Cropper, and others, whose names, as far as disclosed, will be hereafter given, and that said parties represented by said Messrs. Hunton,
494 Richardson, & Magruder claim that they are donors of a part of said fund in the hands of your petitioner, and that they are each entitled to recover from petitioner a certain sum of money and compound interest, because, as they falsely say, the said sum twenty five thousand dollars, mentioned in your petitioner's said act of incorporation, was not raised in seven years from the date of said act, and because, they also say falsely, that the condition failed because they say that no publishing house was established in nine years from said date, notwithstanding

such a house was built within said time by the present American Printing House for the Blind.

Your petitioner further represents that said Richardson and Magruder, attorneys at law, have entered into an agreement with said donors represented by them, by which they are to have fifty per cent. of any and all amounts which may be recovered by them from your petitioner, they, said Richardson & Magruder, to bear all costs and expenses of recovering said amounts; and that pursuant to said agreement said Richardson and Magruder have instituted, among others, the following suits, to wit:

The suit of Nathaniel Cropper against petitioner, before the first justice of the peace in and for the parish of Orleans, for the sum of , and a large sum of compound interest.

The suit of Louis Bush against petitioner, before the same magistrate, for $40, and a large amount of compound interest, amounting to, say, $91.20.

The suit of Gillis & Ferguson against the petitioner in your hon. court for the sum of $100, and compound interest, being No. 7177 of your hon. court.

Henry B. Foley against this petitioner, in the same court, for the sum of $100, and $ interest, being No. 7210, which has been dismissed by the judgment of this court, but will be recommenced, as petitioner believes, if some other court can be found to entertain the suit.

The suit of Valsin J. Dupuy against this petitioner, in the sixth district court for the parish of Orleans, for the sum of $100, and $154 compound interest, being No 8558 of the sixth district court.

And the suit of the State of Louisiana against this petitioner, commenced in the superior district court for the parish of Orleans, for two thousand dollars, with interest compounded at six per cent. per annum from the 15th day of March, 1860, until paid, being cause No. 27015 of said superior district court, and your petitioner believes said last-mentioned suit is transferred by law to the third district court for the parish of Orleans, and in said last-mentioned suit an injunction issued prohibiting petitioner from paying over the sum of two thousand dollars, and compound interest, out of said sum to any other person.

Petitioner further represents that said Louis Bush and Gillis and Ferguson have directed the suits commenced by themselves to be dismissed; that with the exception of said suit of Foley, the others are not only pending in said courts, but also in the circuit court of the United States, and that said Richardson & Magruder, your petitioner believes, bring these separate suits in different tribunals under the hope that they may find some judge who will sustain their pretensions, in which event all the suits would be brought before him.

Your orator further represents that said Richardson and Magruder obtained the one-half interest in said claims represented by them by sending out to the donors a circular, appended to which was a printed form of a receipt and agreement with them, a copy of one of which said circulars, with the form of an agreement thereto attached, is hereunto annexed and made a part hereof and marked Exhibit B.

Petitioner further represents that said Richardson and Magruder thus acquired an interest in all of the claims of the various donors represented by them, and they sometimes claim to represent about one hundred donors, and in the fund or amount exceeding $10,000, and at the lowest estimate they claim an interest in the fund in petitioner's hands of greatly over five hundred dollars, but they have not

disclosed all the names of the donors they represent, and they claim to represent the State for $2,000, and have enjoined petitioner from paying said sum.

Petitioner further represents that in said suit in the circuit court of the United States the said Richardson and Magruder, on behalf of their clients, claimed to make their client as parties, some of whose names were given, and the others mentioned in a general way.

Petitioner represents that there are many and much larger por-
499 tion of the donors, as they believe, who have contributed to said fund, who are desirous that your petitioner should carry out the purpose of the charter for the benefit of the blind in Louisiana in the best mode they can adopt; and petitioner, having now accumulated a sufficient sum, will be able, if not molested, to supply the blind in Louisiana with books.

Petitioner further represents that the present American Printing House for the Blind, acting under acts of incorporation passed by the legislature of Kentucky, which have deprived petitioner of the control over the publishing house at Louisville, after having sold books for the Louisiana blind to petitioner, and ceased to act with petitioner for fifteen years, and after instituting said suit said American Printing House for the Blind, your petitioner believes and charges, is acting in collusion with said parties bringing said individual suits, and your peti-
500 tioner believes and has reason to believe that said complainant in said suit in chancery connives at said vexatious suits brought by said donors, and that there is an agreement to share the results of both suits between them.

Petitioner further represents that if the donors are entitled to withdraw said funds from petitioner, then the same must be in concurso, and on the rendition of accounts, and after the said original Mississippi and Kentucky corporations have been made parties; that the prosecution of said separate suits by individual corporations without making the other parties of interest parties, under the hope that some magistrate can be found to countenance such pretensions, by means of which they hope to dissipate the large fund in petitioner's hands, without an appeal to the supreme court of the State, is harassing and vexatious and has already occasioned great loss and damage to petitioner, and
501 prevented since the trying of said suits the application of any of said funds to obtain books for the blind of Louisiana.

Petitioner further represents that it is advised that the circuit court of United States (which has before it many of said parties) is without power to issue an injunction to protect your petitioner against said vexatious proceedings, and that an injunction ought to issue to prevent said vexatious suits, and prevent the despoiling of said sum of $30,000 in petitioner's *petition* and compel said defendants to litigate in some single forum and to prevent them from wasting and disposing said funds by making unnecessary costs and eating up the estate in litigation, and your petitioner offers and is willing to litigate the questions relating to said sum of money in said bank in this case or in any other form, where all parties interested in said fund can be heard, and where a multiplicity of vexatious suits can be avoided.

502 Petitioner further represents that the said Dupuy is represented as being resident in Florida; that said Nathaniel Cropper resides in Mississippi; that the domicil of said Hunton, Magruder and Richardson is the city of New Orleans.

Wherefore petitioner prays that said Cropper and Dupuy may have a curator ad hoc appointed to represent them; that a writ of injunction

issue restraining said Nat. Cropper, Valsin J. Dupuy, Richardson and Magruder, as F. L. Richardson and Herman S. Magruder, and Thos. Hunton from proceeding with said separate causes, and from instituting and prosecuting on behalf of any of said donors to said fund individual suits against petitioner for donations to petitioner's funds, without making the other donors and the interested corporations parties to such suits, until the further order of this court; that a curator ad hoc be appointed to represent said present American
503 Printing House for the Blind; that a curator ad hoc be appointed to represent said Mississippi board of trustees to aid in establishing a publishing house to print books, &c., for the benefit of the blind, and said absent donors, and that the said parties named in this prayer be cited; and that said Nat. Cropper and Valsin J. Dupuy, said Thomas Hunton and Richardson and Magruder, as a firm and individually, be perpetually enjoined from prosecuting said separate and individual suits against petitioner for a distribution of the funds in petitioner's hands, or any other such suits until after the determination of said suit in the circuit court of the United States, or some other suit in which practical parties interested in said funds in petitioner's hands have been made parties, and that such damages be decreed against each of said defendants as may be proven, and for such other and further relief as the nature of the case may require.

(Signed) JOHN A. CAMPBELL,
" MERRICK, RACE & FOSTER,
For Plaintiff.

Affidavit annexed to petition.

504 Thomas A. Adams, being first duly sworn on oath, saith that he is the president of the Louisiana Board of Trustees of the American Printing House for the Blind; that the facts and allegations of the within petition are true as therein stated; and that those stated as on the information of others and belief he believes to be true.

(Signed) THOS. A. ADAMS,
Pres't.

Sworn to and subscribed before the undersigned authority.
[SEAL.] (Signed) JOHN McCORMICK,
Second Justice Peace.

Answer (copy of.)—Filed December 12th, 1877 (& signed) H. Mestier, d'y cl'k.

Sixth district court for the parish of Orleans.

LOUISIANA BOARD OF TRUSTEES FOR THE American Printing House for the Blind
vs.
VALSIN J. DUPUY ET AL.
No. 9685.

Now into court comes the American Printing House for the Blind, through its undersigned curator ad hoc, and for answer to the
505 prayer of the petition herein filed praying that certain parties in the petition named be enjoined from proceeding in a certain cause or causes now pending till your respondent be with certain other parties named therein made parties to the said proceedings, or till a certain cause now pending in the circuit court of the United States be decided and a decree rendered therein, says:

That it was duly incorporated a body politic with all the powers, privileges, rights, and franchises of a body corporate by an act of the legislature of the State of Kentucky in the year 1858, as will more fully appear from an authentic copy of said act attached to its amended bill, in the matter of The American Printing House for the Blind vs. The Louisiana Board of Trustees for the American Printing House for the Blind in the circuit court of the United States for the fifth circuit and district of Louisiana, No. 7867, of the docket of said court; that it was established for the purpose of printing books in raised letters for the blind of the United States, which will more fully appear from its charter; that certain parties in the different States, your respondent
506 referring to its bill and amended bill in the aforesaid last above mentioned cause for fuller and more particular mention, incorporated themselves for the purpose of procuring funds by donation or in such other manner as to them should seem just; that the said funds were to be held in trust for respondent and to be delivered to it upon certain conditions having been complied with, which will more fully appear as your respondent proceeds.

That among these persons incorporated as aforesaid for the purposes as aforesaid was the party plaintiff in this cause, which will more fully appear from the recital in their charter commencing "Whereas it is contemplated to establish at Louisville, in the State of Kentucky," &c., and ending "we do hereby agree to the following articles of incorporation," and your respondent makes their charter a part of this answer.

Now, your respondent says that the said Louisiana Board of Trustees for the American Printing House for the Blind did collect for your respondent a large sum of money which has with interest amounted
507 to over the sum of thirty thousand dollars ($30,000); that it was unaware of the said sum being held for it by the Louisiana Board of Trustees, &c., till Messrs. Richardson & Magruder, as attorneys for certain parties to be hereinafter named, the said parties being subscribers to the said fund so held in trust for your respondent, demanded a return of the said subscriptions, and upon being refused instituted proceedings in this honorable court to compel the said Louisiana Board of Trustees, &c., to return said fund; that thereupon a commission was sued out by the said Louisiana Board, &c., and issued by this honorable court to take the testimony of the officers of your respondent; avers that it was only then, when the interrogatories were propounded to your respondent's officers, that it became aware of this sum of money being in possession of the said Louisiana Board, &c., held by them in trust for your respondent; now your respondent avers that it demanded the said fund of the Louisiana Board of Trustees, and that the said Louisiana Board referred the same to your respondent although the president of the said Louisiana Board, &c., as your respondent is informed,
508 has sworn in the suit entitled Foley et al. vs. Louisiana Board of Trustees for the American Printing House for the Blind, No. of the docket of the fifth district court that the said fund was held in trust for your respondent.

That thereupon your respondent instituted proceedings in the United States circuit court for the fifth circuit and district of Louisiana on the chancery side thereof for the recovery of said sum, the said cause being entitled "The American Printing House for the Blind vs. The Louisiana Board of Trustees for the American Printing House for the Blind, No. 7867 of the docket of said court; that by an amended bill in the said cause filed by your respondent it made the parties, that is to say, Valsin J. Dupuy et al., the said parties being plaintiffs in the cause entitled

Valsin J. Dupuy et al. vs. La. Board of Trustees, No. of the docket of this hon. court, parties to its proceedings in the United States court, and the defendant in the above last mentioned cause are defendants in the same proceedings.

Now, your respondent avers that it is domiciled in the State of Kentucky, and that under and by virtue of the Constitution and cer-
509 tain statutes of the United States it has applied to a court of the United States of competent jurisdiction and powers to grant it all the relief it requires, to wit, the circuit court of the United States for the fifth circuit and district of Louisiana to enforce its rights as set forth in its bill and amended bill.

Avers that it does not wish to be made a party to the proceedings entitled Valsin J. Dupuy et al. vs. Louisiana Board of Trustees, &c., No. of the docket of this hon. court; that there is on file in the said cause a document absolutely refusing to be made a party to the said proceedings; that it does now, with respect, absolutely object to be made a party to the said proceedings.

Avers that the allegation in the petition herein filed charging your respondent and certain other parties with collusion is false and untrue, and the alleger had no good reason to believe the same to be true.

Wherefore, premises considered, respondent prays that the said injunction be dismissed and that your respondent be hence dismissed, and for costs and general relief.

(Signed) E. E. MOISE,
Curator ad hoc.

Clerk's Certificate.

510 I, J. V. Guillotte, clerk of the sixth district court for the parish of Orleans, and as such duly commissioned and sworn, do hereby certify that the foregoing (21) twenty-one pages do contain a true and correct copy of the petition and answer in the suit wherein the Louisiana Board of Trustees for the American Printing House for the Blind is plaintiff & Valsin J. Dupuy et al. are defendants, No. 9685 of the docket of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of this hon. court, at the city of New Orleans, on this twenty sixth day of March, in the year of our Lord one thousand eight hundred and seventy-nine, and in the one hundred and third year of the Independence of the United States.

[SEAL.] (Signed) J. V. GUILLOTTE,
Clerk.

511 *Submission of cause.—Extract from the minutes of April* 17, 1879.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LOUISIANA BOARD OF TRUSTEES & ALS } No. 7867.

This cause came on to be further heard, and having been argued by E. T. Merrick, Richardson and Magruder, and Rouse and Grant, the court took time to consider.

Decree.—Entered & filed May 22d, 1879.

Circuit court of the United States, dist. of La. In chancery.

THE AMERICAN PRINTING HOUSE FOR THE Blind
vs.
THE LOUISIANA BOARD OF TRUSTEES FOR THE American Printing House for the Blind and others. } No. 7867.

This cause came on to be heard upon the bill, cross-bill, answer,
512 exhibits, and testimony, and was argued by counsel; and thereupon, on consideration thereof, it was ordered, adjudged, and decreed that the complainant's bill of complaint, as amended, be dismissed with costs, and that the cross-bill filed by certain of the defendants be dismissed without prejudice; and a portion of the funds in the hands of the defendant, the said Louisiana Board of Trustees for the American Printing House for the Blind, which portion of said funds being invested by the said defendant, the said Louisiana Board of Trustees, under an order heretofore made by this court, subject to its further order, the court now orders that it be referred to J. W. Gurley, esq., a master commissioner in chancery of this court, to ascertain the costs and expense incident to the custody of said funds and the defence of the suit, and that the said funds after the confirmation of the master commissioner's report, and after a deduction of the amount of
513 the cost of such custody and defence be put at the disposal of said defendant, the Louisiana Board of Trustees for the American Printing House for the Blind.

May 22d, 1879.

(Signed) EDWARD C. BILLINGS.
Judge.

Motion for appeal.—Filed May 28, 1879.

U. S. circuit court, dist. of La.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES, &C., ET ALS. } No. 7867.

On motion of Rouse & Grant, solicitors for complainant, and suggesting that there is error in the final decree rendered herein on the 22d day of May, 1879, to complainant's prejudice, and that complainant desires an appeal therefrom, it is ordered that an appeal be granted to complainant from said decree, returnable to the Supreme Court of the United States on the first day of the next term thereof; and that this appeal operate as a supersedeas, on the complainant giving bond with good and solvent surety, according to law, in the sum of five hundred dollars.

514 *Report of master.—Filed June 5th*, 1879.

To the hon. the circuit court of the United States for the fifth circuit and district of Louisiana:

In the case of the American Printing House for the Blind vs. The Louisiana Board of Trustees & als., No. 7867, the decree of 22d May,

1879, directed a reference to the undersigned master to ascertain and report the costs and expenses incident to the custody of the funds and the defense of the suit.

The matter was assigned for hearing before the master, and the counsel of the respective parties of record were notified; Geo. W. Race, esq., appeared on part of the counsel for the said defendants. The counsel representing the other parties in interest failed to attend. Mr. Race submitted in evidence briefs prepared on part of the said defendants both in this court and in the courts of the State. No other evi-
515 dence was offered by any of the parties.

The master understands the order of reference as applying only to the services of defendant's counsel in this court and has therefore limitted his enquiries to those.

The defendants were represented by Merrick, Race and Foster and John A. Campbell, esq., and the matter for determination is, what would be a fair compensation for the services, taken as a whole, rendered by those counsels in this court.

To determine this, the master has had to rely solely upon record evidence. It appears that the amount involved was some $30,000; that the case was strongly contested by all the parties from its beginning in May, 1876, to the final decree in May, 1879, and by able counsel; that it involved many disputed questions of fact, and intricate and novel questions of law; that several parties intervened in the suit after its institution, and thus added to its complication, and that many wit-
516 nesses were examined abroad under commissions, and the depositions of many others were taken here. Besides the oral arguments that were made before the court, the able printed briefs submitted on behalf of the defendants bear evidence of the ability and fidelity with which they were served. In the opinion of the master three thousand dollars would be a fair allowance for the services rendered the defendants in this court, and he therefore recommends that their counsel be allowed that sum.

As to the costs and expenses incident to the custody of the funds, referred to in the order of reference, no mention has been made of them, no claim interposed and no proof adduced.

The master submits that one hundred and fifty dollars would be a fair compensation for his services herein, and he asks that sum may be allowed him, to be taxed & paid as costs.

Respectfully submitted.

517 (Signed) J. W. GURLEY,
Master, &c.

NEW ORLEANS, *5th June*, 1879.

P. S.—Mem. of proceedings and notices returned herewith.

J. W. G.

Memorandum of proceedings & notice.—Filed with report.

U. S. circuit court, dist. of La.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
LA. BOARD OF TRUSTEES & ALS. } No. 7867.

Before J. W. Gurley, master in chancery, on reference as to allowance of counsel fees.

You will please take notice that I have assigned this cause for hearing, on the matter of reference above stated, for Tuesday, 3d June, 1879, at 7.30 o'clock, p. m., at No. 47 Camp st. You will please attend
518 and have there such witnesses as you may wish to have heard.

NEW ORLEANS, 2 *June*, 1879.

Attest:

J. W. GURLEY,
Master, &c.

Hon. J. A. Campbell, T. J. Semmes, Thos. Hunton, Richardson & Magruder, Rouse & Grant.

NOTE.—Mr. Grant was notified by me personally.

J. W. G.

W. M. Gurley, being sworn, says he served copy of this notice on Thos. Hunton, esq., by leaving the same on desk in his office, Camp st.; on T. J. Semmes by leaving same with young man in his office; on Judge Campbell by leaving same on desk in his office, and on Richardson & Magruder by giving same to Mr. Magruder in person; all on 2d June, 1879.

(Signed) W. M. GURLEY.

Sworn to before me this 3 June, 1879.

(Signed) J. W. GURLEY, *Com'r.*

U. S. circuit court, dist. La.

519 AMERICAN PRINTING HOUSE FOR THE BLIND *vs.* LOUISIANA BOARD OF TRUSTEES & AL. } 7867.

Before J. W. Gurley, master, on reference as to allowance of counsel fees, &c.

NEW ORLEANS, 3 *June*, 1879.

This day having been assigned for the hearing of this case on the matter of reference, and the counsel having been notified, there appeared Geo. W. Race, esq., on behalf of Judge Merrick.

Whereupon, after waiting more than half an hour after the time assigned for the hearing, and the other counsel in the cause not appearing, Geo. W. Race, esq., on behalf of the firm of Race, Foster & Merrick, submitted to the master several briefs prepared and filed by them in this court and in the State courts on part of the defendants herein.

Adjourned indefinitely.

The return herewith shows the parties were duly notified of time and place of meeting.

Attest:

J. W. GURLEY,
Master, &c.

520 *Entry at rules.—Extract from chancery order book June 5th, 1879*

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LOUISIANA BOARD OF TRUSTEES, &C.

The parties in interest are notified that J. W. Gurley, master, to whom this case was referred to ascertain costs and expenses incident to the custody of the funds and the defense of this suit, has this day filed his report.

Motion and consent for confirmation of report of master.—Entered and filed June 6th, 1879.

U. S. circuit court.

AMERICAN PRINTING HOUSE FOR THE BLIND
vs.
THE LA. BOARD OF TRUSTEES, ET ALS. } No. 7867.

We hereby waive the legal delay, and consent that the court may, at once, act upon the report of J. W. Gurley, esq., master in chancery, filed herein on the 5th day of June, 1879.

New Orleans, June 6th, 1879.

(Signed) ROUSE & GRANT,
521 *For Compl't.*

(Signed) RICHARDSON & MAGRUDER, AND THOMAS HUNTON,
Att'ys for Intervenors.

On motion of John A. Campbell and Merrick, Race and Foster of counsel for defendants, and on filing the above consent of all counsel opposed, it is ordered by the court that the report of J. W. Gurley, master, filed herein on the 5th June, 1879, be confirmed and the funds distributed accordingly.

June 6, 1879.

(Signed) EDWARD C. BILLINGS,
Judge.

Motion for appeal allowed.—Extract from the minutes April term, 1879.

NEW ORLEANS, *Saturday, June 7,* 1879.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

AMERICAN PRINTING HOUSE FOR THE BLIND
522 *vs.* } No. 7867.
THE LA. BOARD OF TRUSTEES, &C., ET ALS.

Ordered, that the motion herein filed and submitted by the complainant on 28th May, 1879, praying for an appeal, to operate as a supersedeas, be allowed and entered of record, and it is as follows:

"On motion of Rouse & Grant, solicitors for complainant, and suggesting that there is error in the final decree rendered herein on the 22d day of May, 1879, to complainant's prejudice, and that complainant desires an appeal therefrom, it is ordered that an appeal be granted to

complainant from said decree, returnable to the Supreme Court of the United States on the first day of the next term thereof, and that this appeal operate as a supersedeas on the complainant giving bond with good and solvent surety according to law in the sum of five hundred dollars."

523 *Bond for appeal—. Filed June 18th, 1879.*

UNITED STATES OF AMERICA:

Know all men by these presents, that we, the American Printing House for the Blind, as principal, of Louisville, Ky., and William Grant, as surety, of New Orleans, La., are held and firmly bound, jointly and severally, unto the Louisiana Board of Trustees of the American Printing House for the Blind, Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper, the State of Louisiana, Herman B. Magruder, & Frank L. Richardson, agents and attorneys in fact, &c., The American Printing House for the Blind and the American University for the Blind, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said Louisiana Board of Trustees of the American Printing House for the Blind, Henry B. Foley, Valsin J. Dupuy,
524 Nathaniel Cropper, the State of Louisiana, Herman B. Magruder, & Frank L. Richardson, agents and attorneys in fact, &c., The American Printing House for the Blind, and the American University for the Blind, heirs, executors, administrators, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us, by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the fifth day of June, in the year of our Lord eighteen hundred and seventy nine.

Whereas the said American Printing House for the Blind having heretofore, to wit, on the 28th day of May, 1879, taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 22d day of May, 1879, by the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of the American Printing House for the
525 Blind against the Louisiana Board of Trustees for the American Printing House for the Blind et als., No. 7867 of the docket thereof:

Now the condition of the above obligation is, that if the above bounden The American Printing House for the Blind shall prosecute its said appeal to effect, and shall answer all damages and costs if it shall fail to make good its plea, then this obligation shall be void, otherwise to remain in full force and virtue.

(Signed) THE AMERICAN PRINTING HOUSE FOR THE BLIND. [L. S.]
WILLIAM GRANT. [L. S.]

Bond approved.
(Signed) EDWARD C. BILLINGS,
Judge.

526 *Opinion of the supreme court of the State of Louisiana, by Judge De Blanc. in the case of the La. Board of Trustees, &c., vs. Valsin J Dupuy et als.*

LA. BOARD OF TRUSTEES
vs. } No. 7114.
VALSIN J. DUPUY ET ALS.

The allegations of pl'ff's petition are set out in substance in our first opinion in the motion to dismiss, and need not be here repeated.

The 5th section of pliff's charter provides that when the sum of $25,000 is raised by it and the co-operating organizations in other States, the funds collected by the La. board shall then be remitted to the Kentucky corporation at Louisville, to carry on said printing house for the blind; "provided that should said sum of 25,000 no' be raised within seven years from date of this incorporation or said publishing house not be established within nine years from said date, then the dona-
527 tions and contributions received, together with the interest thereon accrued, after deducting expenses of the corporation, shall be returned to the contributors and donors thereof." Under this act of incorporation contributions were solicited and some $16,000 was raised by the La. board in sums ranging from $5 to $100.

The fund thus raised in 1859, 1860, and 1861 has been kept at interest by the board, and has nearly more than doubled itself.

A number of suits have been commenced by different persons in different courts against the pl'ff, to compel it to return their contributions on the ground that the time had expired for building said printing house according to the charter, and it had not been built, and that by the terms of the act the contributors are entitled to a return of their donations with the accrued interest. A Kentucky corporation
528 claiming to be the organization referred to in the charter has commenced suit against pl'ff in the U. S. court to compel the delivery of the whole fund to it; interventions and cross-bills have been filed in said suits by Dupuy and others, contributors, asserting their rights upon the funds in pl'ff's hands.

Pl'ff truthfully alleges that it is literally torn to pieces by suits—some in magistrate courts, some in different dist. courts, and some in Federal courts; it alleges that such proceedings are oppressive and illegal, and asks that the pl'ffs in said various suits in the State courts, and Richardson and Magruder, who claim to be the agents and att'ys of said parties, and about one hundred others, be enjoined and restrained from said proceedings and be required to proceed in this or some other single suit contradictorily with all parties at interest.

It is said in reply by defendants that there is no privity of con-
529 tract among the various contributors to this fund, and that each has separate, distinct, and independent demand against the pl'ff, and therefore a perfect right to sue it separately.

We cannot concur with this view of the case. The charter by its very terms, and as the suing donors themselves allege, constitute a contract of mandate between the contributors and the corporation. Those who gave their money did so for the uses and purposes and upon the terms and conditions therein written. The corporation became a common mandatory of the donors, and the rights and obligations of all the parties are to be ascertained and determined by reference to its provisions.

As we have seen, the 5th sec. expressly provides that in the event of a failure to carry out the objects of the mandate the corporation, after deducting its expenses, shall return the fund to those
530 who gave it.

This clearly requires and demands an account, and surely it will not be contended that when a number of persons have constituted a common agent for a common purpose, that each of them can compel a separate accounting to himself.

In such a case the agent owes but one account. In the nature of things it would be impracticable to determine the pro rata of the numerous claimants otherwise than in concurso.

They all have a common interest in the expense account of the corpo-

ration, and a like interest in testing the reality and amount of their respective claims upon the common fund. Any other course would consume the fund in cost and litigation, for the corporation would have to establish its expense acc't in every suit, and for its own protection
531 and that of other contributors would have to employ counsel to scrutinize each separate claim in the hundred suits that would be brought.

We have seen the Louisville corporation is claiming the whole fund, whilst numerous suits are brought in different State courts by different persons claiming small and fractional amounts thereof.

This court, in the absence of express legal provisions, has the power to proceed and decide according to equity. C. C. 21—1 a 138.

We think the pl'ff's petition discloses a cause of action, and that the facts in this record entitle it to relief.

But while the plaintiff has rights entitled to protection, it has also obligations which it is bound to fulfill.

The donors of the funds in its hands have an undoubted right to demand and require an account of its stewardship, and if by the terms of its charter the corporation has failed to accomplish the object
532 of its trust, it must restore the fund to those who gave it. We shall, therefore, remand the cause.

It is, therefore, ordered, adjudged, and decreed that the judgment appealed from is reversed, and pl'ff's injunction is reinstated.

It is further ordered that this cause be remanded to be proceeded with as follows:

That the pl'ff, the La. Board of Trustees for the American Printing House for the Blind, do, within sixty days from the filing of this decree in the court below, render a full account of its receipts and expenditures of the fund in its hands.

That notice of the filing of this account be advertised in two daily papers of the city of New Orleans for sixty days, and calling upon all persons claiming rights to or upon said fund to come forward and assert the same within said delay.

That at the end of said delay the court again proceed to try and determine the rights and claims of all parties appearing, and to
533 render judgment as their rights shall require, costs of this appeal to be paid by appellees.

534 COMMONWEALTH OF KENTUCKY.

(State seal.)

AMERICAN PRINTING HOUSE FOR THE BLIND.

Adjourned session, 1871–'2.

1873.

535 *Fifth report of the board of trustees of the American Printing House for the Blind to the general assembly of Kentucky, and to the governors of the States of the Union, &c., for the years* 1871 *and* 1872.

536 OFFICERS.

President—Hon. W. F. Bullock.

Vice-President—William Chapin, A. M., Principal Penn. Inst. for the Blind.

Treasurer—J. G. Barret, Pres't of Citizens' Bank, Louisville.

Superintendent and Secretary—B. B. Huntoon, A. M.
Sole Agent—H. L. Hall, No. 1931 Cherry st., Philadelphia, Penn.
Trustees—Hon. W. F. Bullock, John G. Barret, John P. Morton, T. S. Bell, M. D., William Kendrick, L. M. Shirley, Tho. E. Bramlette.

537 TRUSTEES' REPORT.

To his excellency P. H. Leslie, governor of the Commonwealth of Kentucky, and to the general assembly of Kentucky:

GENTLEMEN: The past two years have witnessed a most remarkable activity among all those interested in the education of the blind, both in the United States and Europe. Public meetings and conventions have been held at home and abroad, and a deep impression has been made upon the country in respect to the importance of the work of educating the blind. Especial attention has been called to the subject of providing books for the blind; and it is a proper cause of pride to every citizen of our State that Kentucky stands the first and foremost State in the world where regular provision has been made by law for securing to her blind children a literature that they can read.

Though the American Printing House for the Blind is in its infancy, and though many things have occurred to delay and hinder its beneficent operations, it is once more fairly at work, with a more flattering future before it than ever.

Previous to the resignation of its first superintendent, through whose active energy is mainly due its establishment, the plan of its aims and work was laid before the convention of educators of the blind that met at Indianapolis in August, 1871; and that body, recognizing the importance of such a movement, adopted the following resolutions:

"Whereas an institution has been established, and is in successful operation at Louisville, Kentucky, under the name and title of 'The American Printing House for the Blind,' whose object is to furnish books and school apparatus for the blind in the United States at cost to those who are able to buy, and gratuitously to the indigent blind; and,

"Whereas this institution has been incorporated by the State of Kentucky and indorsed in several other States by acts of incorporation, organization of auxiliary boards of trustees, legislative appropriations, and numerous private contributions; and,

"Whereas the National Association for Printing Literature and Music Works for the Blind, located at Philadelphia, has united its efforts with those of the said American Printing House for the Blind; and,

"Whereas we have assurance that the trustees of said American Printing House for the Blind are ready to print in any kind or kinds of type that may be approved by the superintendents and teachers of the blind in the United States in this convention or hereafter: therefore,

538 "Resolved, That we do cordially approve of the objects of the American Printing House for the Blind, and we do hereby commend said institution to the patronage of the several institutions for the blind, and the blind themselves, throughout the United States.

"Resolved, That while this convention heartily approves the print and the objects of the American Printing House for the Blind, and all other existing establishments that have for their object the printing of books and making of apparatus for the blind, it is also our opinion that

the whole matter of patronage rests with the several institutions, and that the publishing of books should be governed by the law of supply and demand."

At this convention, also, a proposal was made by Mr. S. P. Ruggles, of Boston, whose great mechanical skill and ingenuity have won for him a large fame and fortune, and who was for years connected with the institution for the blind in New England, under the superintendence of Dr. S G. Howe. This proposal was so remarkable in its character, and has affected so much the operations of the American Printing House for the Blind, that we give it in the words in which it was offered to the convention:

"If all the institutions for the blind in the United States will choose a publishing committee—said committee representing all said institutions—whose duty it shall be to decide what books, maps, etc., shall be printed; the number of copies in each edition, and how to be distributed among the different blind people and institutions, I will get up an improved printing establishment, supplied with all the necessary printing presses, all the type of various kinds, for books, maps, and all other work, together with all the conveniences for electrotyping and stereotyping; and also all the appliances necessary for the manufacture of the school apparatus, and all things needed for the successful operation of the entire mechanical departments of such an establishment, and all at my own expense, without any charge or cost to said committee or institutions; and I will also superintend the same without pay or cost to any one, my sole object being to give the blind the benefit of all the improvements which I have thought out and perfected within the past ten years, and which I believe will be found to be nearly or quite as much in advance of the present modes of instruction, printing, etc., as the improvements which I made in 1835 were in advance of everything prior to that time."

The trustees of the American Printing House for the Blind, actuated by the sole desire to aid the blind in obtaining books, and moved by a spirit of the highest philanthropy, consented, upon Mr. Ruggles' application to them, to loan to him the beautiful and complete press invented and manufactured by Mr. Ruggles himself for them several years before. This loan was made to facilitate Mr. Ruggles in his experiments, and to enable him to bring his various inventions to a more rapid completion. The press was in Mr. Ruggles' hands for the greater part of a year, when it was recalled in time to exhibit to the people of Kentucky at the Louisville Industrial Exposition, that it might be more generally known what
539 our State was doing for her blind wards. Immediately upon the close of the exhibition the trustees took the most active measures to resume printing in the most complete and thorough manner. They feel that they have in charge a work of the utmost importance, and they mean to carry it on in a manner that shall redound to the credit of the State, and place the name of Kentucky foremost in the world for the noble and wise care she takes of her blind. To that end they have newly fitted up the printing department, and placed a Baxter steam-engine in position to furnish power for their press. It is believed that this marks an era in the history of printing for the blind, and that it is the first time that the systematic application of steam, under the auspices of any State, has ever been employed in this work. Under the fostering care of the legislature of Kentucky, and with the co operation of the State of New Jersey, whose legislature last year set apart the sum of five thousand dollars, whose annual interest was to go to the sup

port of the American Printing House, and with the increased revenue that will come from the union of other States in this great work, an impetus will be given to the cause of education among the blind that will raise our country to a place of still higher eminence than the one she now enjoys in respect to everything that pertains to a wise philanthropy.

The objects of the American Printing House for the Blind have been materially advanced by the generous interest and unwearying industry of Mr. William Chapin, the able and reverend superintendent of the Pennsylvania Institution for the Blind. Those familiar with the history of the Kentucky Institution for the Blind will remember the disinterested efforts of Mr. Chapin before our legislature, over thirty years ago, to secure the establishment of the school; and it is with peculiar pleasure that a new debt of gratitude has been laid upon us by the constant aid and encouragement that Mr. Chapin has given to this new institution, whose purposes correspond so much with the tenor of his whole life. Owing mainly to his influence, the National Association for printing Musical Works for the Blind has fully merged itself into the organization of the American Printing House for the Blind, and has turned over all its books, type, and stock to our trustees. By virtue of this arrangement we came into possession of several thousand dollars' worth of books; and the blind of Kentucky, Mississippi, New Jersey, and Pennsylvania are now entitled, free of charge, to the following books, which are also sold to others at the annexed cost prices: Gay's Fables, $1.50; Midsummer Night's Dream, $2.00; Fables for Children, $1.50; King Lear, $2.50; Virgil's Æneid (Latin), $3.00; Macbeth, $2.00; Musical Dictionary, $3.00; Compendium of American Literature, $3.00; Life and Beauties of Shakspeare, $3.00; Etymology, a class-book, $3.25; Select Hymns, $2.50.

In addition to these, the Philadelphia board are printing in Philadelphia Marcx's Universal School of Music; and we have in press in Louisville A Book of Arithmetical Examples. Other books will be published as speedily as possible, and nothing will be left undone to forward the interests of the blind.

At the convention of the Instructors of the Blind, held in Indianapolis, a series of resolutions were unanimously adopted that deserve recording here, because they give an authoritative opinion in reference to certain schemes that have been prominently brought before the country by selfish and incompetent men. They explain themselves, and in the remarks that were made the man alluded to in them was unhesitatingly denounced as an impostor and swindler.

The resolution reads as follows:

"Whereas Mr. Dempsey B. Sherrod, in various public circulars and newspapers throughout the country, has given the names of nearly all the American institutions for the blind as indorsing his plan of a university and printing house for the blind in the city of Washington, thereby gaining the confidence and co-operation of many respectable persons; and

"Whereas he has made application to Congress for a large appropriation for such object; and

"Whereas the several institutions for the blind in the United States are able and willing to make all necessary provision for the higher education of the blind in the colleges and seminaries of learning for the seeing, already existing in the several States: Therefore,

"Resolved, That this convention, representing the institutions for

the education of the blind in the United States, have no confidence in the plans of Mr. Dempsey B. Sherrod for the establishment of a university and printing house for the blind in Washington City, and hereby disown all connection and sympathy with the same.

"Resolved, That this convention regards the establishment of any college or university for the blind as unnecessary, and even prejudicial to their interests, and the convention strongly recommends that the efforts and contributions of benevolent persons who desire to benefit the blind be turned in some direction more likely to promote their welfare.

"Resolved, That a copy of this preamble and resolutions be furnished to the Associated Press, with the request that they be published in the leading papers of the United States; also, that the secretary be requested to furnish copies of the same to the leading newspapers in Baltimore, Washington, New Orleans, Jackson, Miss., and Louisville, Ky., and also to the presiding officers of both houses of Congress."

On the 16th of November, 1871, Mr. Bryce M. Patten resigned his superintendency of the American Printing House and his position on the board of trustees, and submitted the following report:

"To the trustees of the American Printing House for the Blind:

"I come to-day to make a final report as the superintendent of the American Printing House for the Blind.

"The resolution formed in early youth to devote my life to the education of the blind has not changed; but since I resigned my office
541 as superintendent of the Kentucky Institution for the Education of the Blind, in August, 1871, I have entered into engagements which will frequently call me from Louisville during the coming year, and I deem it to be my duty, as superintendent and trustee of the American Printing House for the Blind, to tender my resignation, to take effect as soon as I shall have had a final settlement with your board.

"The receipts of the institution from its origin to the present time have been as follows:

Donations from citizens of Kentucky in 1860, J. M. Heady, agent	$580 00
From Mississippi Auxiliary Board of Trustees in 1861	1,005 00
Donations from citizens of Kentucky in 1865, J. M. Heady, agent	416 00
Donations from citizens of Kentucky in 1866, J. P. Pell, agent	2,413 00
Donations from citizens of Ohio, 1866 and 1867, Otis Patten, agent	463 25
Donations from citizens of Indiana, 1866–'67, Otis Patten, agent	161 21
Donations from citizens of Illinois, 1866–'67, F. W. Ratcliffe, agent	623 15
From State of Kentucky in 1866	2,580 00
Interest, 1868–'69	360 00
Sales of books in 1870	95 00
Sales of books in 1871	261 00
Cash returned on account of books returned from bindery	86 00
Total receipts	$9,043 61

"The expenses of the institution have been as follows:

From the origin of the institution to December 31st, 1865..	$912 34
In the years 1866–'67	1,124 49
In the years 1868–'69	919 75
In the year 1870	3,073 71
In the year 1871	3,146 79
Total expenses	$9,177 08

"In addition to the vouchers which, according to law, have been delivered to the State auditor, I will place in the hands of the treasurer of the institution original or duplicate vouchers for all the expenditures of the institution from its origin to the present time, with the exception of two vouchers in 1870, which can be readily obtained.

"The American Printing House for the Blind was chartered by the legislature of Kentucky in the year 1858; but, as may be seen by reference to the foregoing financial statement, it received no funds until the year 1860. In that year, with the approval of your board, I ordered a printing press to be built for the institution by S. P. Ruggles, and it was then hoped that the work of printing in raised letters would soon be commenced, but war soon filled all parts of our country with confusion, deterred agents and auxiliary boards of trustees from making reports and transmitting the funds in their hands to this board, and caused the edifice, in which I hoped to place the printing press, to be seized and occupied as a military hospital.

"After the termination of the war the work of printing was commenced; but the failure of the press to give satisfactory impressions caused
542 most serious and embarrassing delay. After inviting the attention of Mr. Ruggles, and other eminent mechanics, to the imperfections of the press, without effecting any improvement, I instituted a series of careful experiments, and made various alterations, and at last succeeded in perfecting the press, and making it work in the most satisfactory manner.

"The want of harmony among the blind, and the educators of the blind, as to the best alphabets to be used in printing for the blind, offered a very serious obstacle to the success of the institution. Various alphabets had earnest advocates, some of whom refused to patronize any printing institution that did not adopt their own favorite alphabet. Under these circumstances it seemed advisable to proceed slowly and cautiously with the work of printing; and in the third report of this institution we announced our determination to call a convention of the educators of the blind in the United States, in order that the claims of the various systems of printing might be fully presented, and that the views of the blind, and the friends of the blind, might be clearly expressed. In the mean time we printed, in the alphabets that seemed to be most generally approved, several valuable works which have been highly commended by all intelligent educators of the blind who have examined them.

"In August, 1871, a convention of the superintendents of the institutions for the blind in the United States was held at Indianapolis, and the American Printing House for the Blind, the books printed by this institution, and the alphabets in which those books are printed, were fully indorsed by the convention.

"In all my efforts in behalf of the American Printing House for the Blind during the twelve years of its existence, I have constantly endeavored, with your approval, so to conduct the institution as to make it in reality, as well as in name, the American Printing House for the Blind.

"With that object in view, I visited a few months ago Mr. Wm. Chapin, president of the National Association for Publishing Literary and Musical Works for the Blind, in Philadelphia, and suggested the importance of a union of the institution of which he was president with the American Printing House for the Blind. The suggestion was most favorably received, a correspondence was immediately opened between the two institutions, with the hope of securing so desirable a union, and in May, 1871, the National Association for Publishing Literary and Musical Works for the Blind ceased to exist as an independent institution, relinquished its name, and became auxiliary to the American Printing House for the Blind.

"The American Printing House for the Blind, with its auxiliary boards of trustees, in several of the great States of the Union, with funds in the treasury of Kentucky, and in the hands of auxiliary
543 boards, to the amount of forty thousand dollars, with the unequaled reputation it has acquired by the excellence of its work, with the indorsement of the superintendents of all the institutions of the blind in the United States, and with the entire Union for the field of its operations, gives the fairest promise of continued prosperity and usefulness.

"This institution commenced its existence in the darkest days of our country's history. Many formidable obstacles, not alluded to in this communication, for years opposed its progress and threatened to destroy it. Unceasing vigilance and untiring efforts were required of him who, as the superintendent of the institution and the active member of the board of trustees, regarded it as his duty to watch over and protect it; but it has ever been to him a labor of love; and, in taking leave of the institution, for which he has labored so long and so earnestly, and sacrificed so much, he hopes that the future will prove that his labors and sacrifices in its behalf have not been in vain.

"Respectfully submitted.

"BRYCE M. PATTEN."

At this meeting the thanks of the board were tendered to B. M. Patten, "for the skill, judgment, and efficiency with which he has discharged his duties as superintendent of the American Printing House for the Blind, and as one of the trustees of the institution."

In brief, we have only to say, that the office of trustee of the American Printing House for the Blind was reluctantly accepted by every member of this board; but the difficulties with which the institution has been forced to contend, the sacrifices made by the trustees in its behalf, the generous devotion of its friends, the grateful appreciation of its work by the blind, the great good which it has already accomplished, and the promise of still greater good which it offers to this unfortunate class, have greatly enhanced our estimate of its value, and we earnestly and confidently commend it to the friends of the blind in America as the surest means yet devised for giving the light of literature to the blind of our land.

W. F. BULLOCK,
T. S. BELL,
T. E. BRAMLETTE,
J. G. BARRET,
Z. M. SHERLEY,
WM. KENDRICK,
JOHN P. MORTON,
Trustees.

AMERICAN PRINTING HOUSE FOR THE BLIND,
Louisville, Ky., December 31st, 1872.

544 *Charter of the American Printing House for the Blind, Louisville, Kentucky.*

§ 1. Be it enacted by the general assembly of the Commonwealth of Kentucky, That an institution under the name of the American Printing House for the Blind shall be established in Louisville, Ky., or its vicinity, and that James Guthrie, William F. Bullock, Theodore S. Bell, Bryce M. Patten, William Kendrick, John G. Barret, and A. O. Brannin, and their successors, be, and they are hereby, declared a body-corporate, under the name and style of the Trustees of the American Printing House for the Blind, with the right as such to use a common seal, to sue and be sued, to plead and be impleaded, in all courts of justice, and in all cases in which the interests of the institution are involved The said trustees are hereby fully empowered to receive by legacies, conveyances, or otherwise, lands, money, and other property, and the same to retain, use, and apply to the publishing of books in raised letters for the blind; and they are authorized to purchase land and erect, purchase, or rent buildings for the use of said institution, and to make all such contracts as may be necessary to accomplish the purposes of their incorporation. They may appoint such officers and agents as may be necessary, may prescribe their duties and fix the term of their offices, and the amount of their compensation: Provided, however, That no contract entered into by any officer or agent, involving the payment of money, shall be binding until ratified by the trustees. The said trustees are hereby invested with the same powers and privileges in regard to the copyright of books published by them, as are enjoyed by natural persons. The trustees may adopt, from time to time, such by laws, rules, and regulations, as may be legal and proper.

545

§ 2. The trustees shall elect annually a president, a treasurer, and a secretary, who shall hold their offices until their successors shall be elected and duly qualified. Said trustees may prescribe the duties and fix the compensation of said officers.

§ 3. It shall be the duty of said trustees to hold an annual meeting, and other stated meetings, at such times as they may appoint, and such special meetings as may be called by the president or secretary.

§ 4. The trustees shall require from the treasurer, before he enters upon the duties of his office, his bond, with satisfactory security that he will take care of and account for all money and other property of the institution that may be intrusted to him, and that he will faithfully perform all the duties of his office.

§ 5. The said trustees shall have power to invest any money in the hands of the treasurer, when to them it shall seem expedient, by way of loan, at any legal rate of interest, to be secured by mortgage on real estate unencumbered, and of double the value of the amount loaned; the interest in all cases to be payable semi-annually.

§ 6. It shall be the duty of the board of trustees, before commencing the publication of any book, to request the superintendent of every institution for the education of the blind in North America to make out, and send to the trustees of the printing house, a list of such books as he may deem most desirable for the use of the blind; and said trustees shall select for publication the book that shall have received the greatest number of superintendents' votes in its favor. This mode of selecting books for publication shall be repeated at least once every year.

§ 7. Every school for the blind, located in a State whose legislature or citizens contribute to the funds of the American Printing House,

shall, in proportion to the funds contributed, be entitled to copies of every book published by said house, to be distributed gratuitously to such blind persons as are unable to purchase them. And the superintendents of said schools shall be required to report to the trustees of said house the names and residences of all persons to whom books may be thus distributed. The prices of books published by this institution shall be made so low as merely to cover the cost of publication and other incidental expenses of the institution.

§ 8. It shall be the duty of the board of trustees to make an annual report of their proceedings, which shall embrace a full account of the receipts and disbursements, the funds on hand, the number of books sold, and the number distributed gratuitously, and a general
546 statement of the condition of the institution; and they shall transmit copies of said reports to the general assembly of Kentucky, to the governors of the States in North America, to the president of each State board of trustees, to the superintendent of every American institution for the education of the blind, and to every person who shall have made to the institution a donation of five dollars the previous year.

§ 9. The superintendents of State institutions devoted exclusively to the education of the blind, and the governors of the States that aid in sustaining the American Printing House for the Blind, and the presidents of the State auxiliary boards of trustees, shall, ex officio, constitute a board of visitors, each member of which shall be at all times authorized to visit the printing house, examine the books, and investigate the proceedings of the trustees; and the president of any State board may, at the written request of a majority of the visitors, call a meeting of the board of visitors, who shall be fully empowered to investigate the proceedings of the trustees of the institution; and in case they shall find that said board, or any member thereof, has mismanaged the affairs of said institution by malfeasance in office, or neglect of duty, they may, a majority of three-fourths of all the members present concurring, declare the offices or office of said trustees or trustee vacant, and proceed to fill the vacancy by election from the citizens of Louisville or its vicinity. Representatives from a majority of the States that contribute to the support of the American Printing House for the Blind shall constitute a quorum of the board of visitors, and each State represented shall be allowed one vote in the action of the board. Notice of every meeting of the board of visitors shall be sent by mail to all the members of the board, and to the trustees of the American Printing House for the Blind, at least one month before the time appointed for the meeting.

§ 10. The trustees of said printing house shall continue in office until their offices shall become vacant by resignation, neglect to act, death, removal from the State, or removal from office, as hereinbefore provided for. All vacancies caused by resignation, neglect to act, death, or removal from the State, shall be filled by the remaining members of the board.

547 APPENDIX.

Receipts and expenditures for the year 1872 of the American Printing House for the Blind.

Balance on hand December 31, 1871	2,063 00
Received from State of Kentucky	5,580 00
By sale of books (164 volumes)	370 04
Total	8,013 04
Expenses in 1872	4,681 13
Balance on hand December 31, 1872	$3,331 91

Respectfully submitted.

JOHN G. BARRET,
Treasurer.

Exhibits to bill filed by Maj. New.

548 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 533 pages contain and form a full, complete, true and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of The American Printing House for the Blind vs. The La. Board of Trustees of the American Printing House for the Blind, No. 7867 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 6th day of October, A. D. 1879.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, Edward C. Billings, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of New Orleans, in said district, this 6th day of October, A. D. 1879.

EDWARD C. BILLINGS, *Judge.*

549 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana

he President of the United States to Henry B Foley, Valsin J. Dupuy, Nathaniel Cropper, Herman B. Magruder and Frank L. Richardson, greeting:

You and each of you are hereby cited and admonished to be and ap-

pear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a motion & order for an appeal entered and filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, in the suit wherein you and each of you are defendants and appellees, and The American Printing House for the Blind, of Louisville, Kentucky, is complainant and appellant, to show cause, if any there be, why the decree rendered against the said appellant as in said motion mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-nine.

EDWARD C. BILLINGS,
Judge.

550 (Indorsed:) H'y B. Foley et al. United States circuit court No. 7867. The American Printing House, for the Blind, of Louisville, Kentucky, vs. The Louisiana Board of Trustees of the American Printing House for the Blind et al. Citation. Serve on Richardson & Magruder.

Marshal's return.

Received June 25, 1879, by the U. S. marshal, and on June 25, 1879, I served a true copy of the within citation of appeal on the appellees herein named, to wit, Henry B. Foley, Valsine J. Dupuy, Nathaniel Cropper, Herman B. Magruder & Frank L. Richardson, by handing the same to Herman B. Magruder, a member of the law firm of Richardson & Magruder, the attorneys for the aforesaid named appellees, in person, in the city of New Orleans & district of Louisiana.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

On the 17th day of July, 1879, personally appeared before me E. S. Curry, a deputy U. S. marshal for the district of Louisiana, and makes oath that he served a true copy of the within citation of appeal on the within named appellees, to wit, Henry B. Foley, Valsin J. Dupuy, Nathaniel Cropper, Herman B. Magruder & Frank L. Richardson as set forth in his official return hereon.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

Sworn to and subscribed before me this 17 day of July, 1879.

F. A. WOOLFLEY,
Comm'r U. S. Circuit Court, District of Louisiana.

551 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to the State of Louisiana, greeting

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a motion & order for an appeal entered and filed in the clerk's office of the circuit court of

the United States for the fifth circuit and district of Louisiana, in the suit wherein you and others are defendants and appellees and The American Printing House for the Blind, of Louisville, Kentucky, is complainant and appellant, to show cause, if any there be, why the decree rendered against the said appellant as in said motion mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-nine,

EDWARD C. BILLINGS, *Judge.*

552 (Indorsed:) The State of Louisiana. United States circuit court. No. 7867. The American Printing House for the Blind, of Louisville, Kentucky, vs. The Louisiana Board of Trustees of the American Printing House for the Blind et al. Citation. Serve on the att'y gen'l of the State.

Marshal's return.

Received June 25, 1879, by the U. S. marshal, and on June 25th, 1879, I served a true copy of the within citation of appeal on the appellee herein named, to wit, The State of Louisiana, by handing the same to H. N. Ogden, esq., the attorney-general of the State of Louisiana, in person, in the city of New Orleans, district of Louisiana.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

On the 17 day of July, 1879, personally appeared before me E. S. Curry, a deputy U. S. marshal for the district of Louisiana, and made oath that he served a true copy of the within citation of appeal on the State of Louisiana, appellee herein named, as set forth in his official return hereon.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

Sworn to and subscribed before me this 17 day of July, 1879.

F. A. WOOFLEY,
Comm'r U. S. Circuit Court, District of Louisiana.

553 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to the Louisiana Board of Trustees of the American Printing House for the Blind, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a motion & order for and appeal entered and filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, in the suit wherein you and others are defendants and appellees, and the American Printing House for the Blind, of Louisville, Kentucky, is complainant and appellant, to show cause, if any there be, why the decree rendered against the said appellant as in said motion mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-nine.

EDWARD C. BILLINGS,
Judge.

554 (Indorsed:) Louisiana Board of Trustees of the American Printing House for the Blind. United States circuit court. No. 7867. The American Printing House for the Blind, of Louisville, Kentucky, vs. The Louisiana Board of Trustees of the American Printing House for the Blind et al. Citation. Serve on Merrick, Race & Foster.

Marshal's return.

Received June 25, 1879, by the U. S. marshal, and on June 25th, 1879, I served a true copy of the within citation of appeal on the appellees herein named, to wit, the Louisiana Board of Trustees of the American Printing House for the Blind & al., by handing the same to E. T. Merrick, esq., a member of the law firm of Merrick, Race & Foster, attorneys for the aforesaid appellees, in person, in the city of New Orleans, district of Louisiana.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

On the 17 day of July, 1879, personally appeared before me E. S. Curry, a deputy U. S. marshal for the district of Louisiana, and make' oath that he served a true copy of the within citation of appeal on the appellees herein named, to wit, on the Louisiana Board of Trustees of the American Printing House for the Blind & al., as set forth in his official return hereon.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

Sworn to and subscribed before me this 17 day of July, 1879.

F. A. WOOLFLEY,
Comm'r U. S. Circuit Court, Dist. of Louisiana.

555 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to the American Printing House for the Blind and the American University for the Blind, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a motion & order for an appeal entered and filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, in the suit wherein you and others are defendants and appellees, and The American Printing House for the Blind, of Louisville, Kentucky, is complainant and appellant, to show cause, if any there be, why the decree rendered against the said appellant as in said motion mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-nine.

EDWARD C. BILLINGS,
Judge.

556 (Indorsed:) The American Printing House for the Blind and the American University for the Blind. United States circuit court. No. 7867. The American Printing House for the Blind, of Louisville, Kentucky, vs. The Louisiana Board of Trustees of the American Printing House for the Blind et al. Citation. Serve on Rob't Mott, esqr.

Marshal's return.

Received June 25, 1879, by the U. S. marshal, and on June 25th, 1879, I served a true copy of the within citation of appeal on the appellees herein named, to wit, The American Printing House for the Blind and the American University for the Blind, by handing the same to Robert Mott, esq., the attorney for the aforesaid named appellees, in person, in the city of New Orleans, district of Louisiana.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

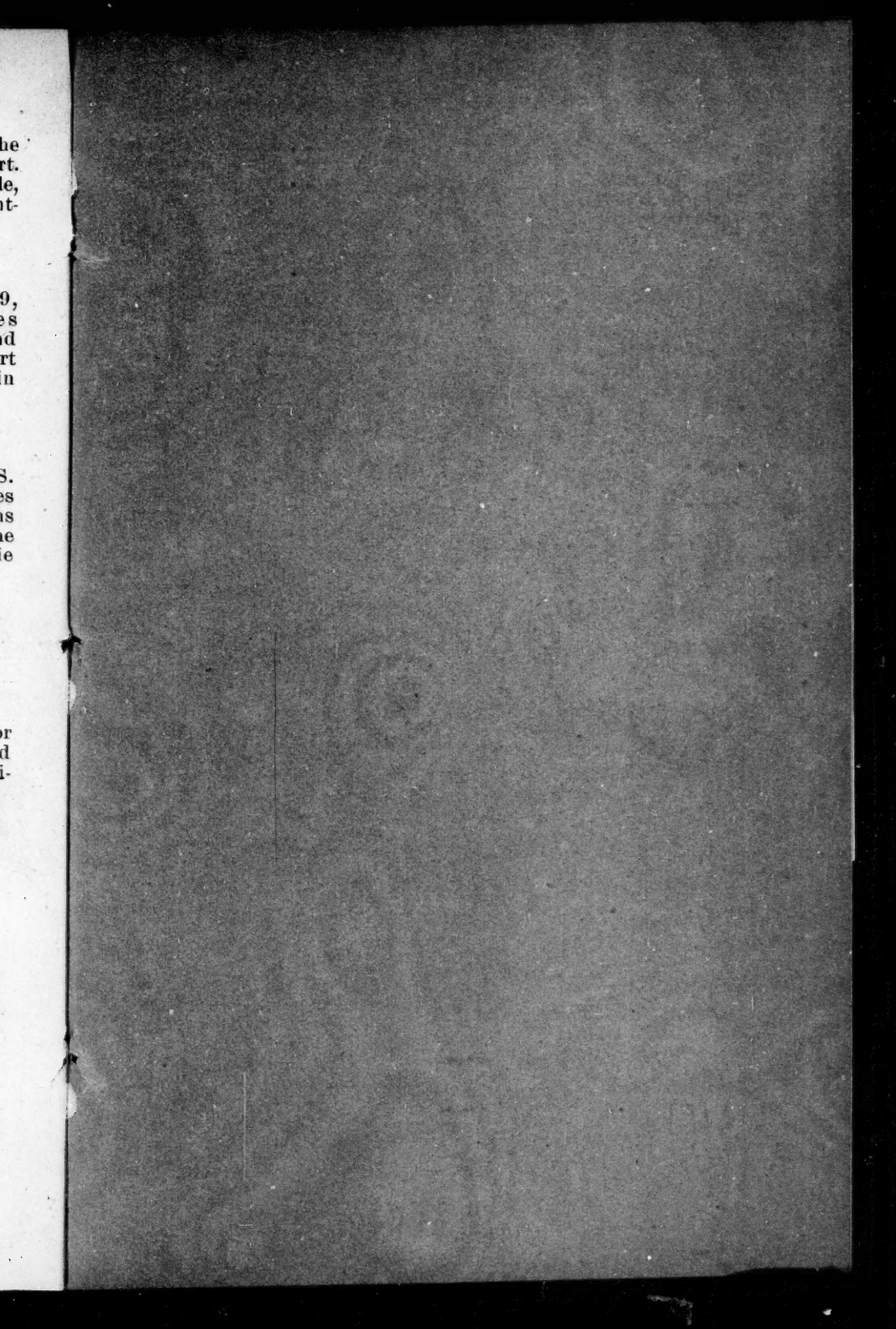
On the 17 day of July, 1879, personally appeared before me E. S. Curry, a deputy U. S. marshal for the district of Louisiana, and makes oath that he served a true copy of the within citation of appeal on ths appellees herein named, to wit, The American Printing House for the Blind and the American University for the Blind, as set forth in hie official return hereon.

E. S. CURRY,
D'y U. S. Marshal, District of Louisiana.

Sworn to and subscribed before me this 17 day of July, 1879.

F. A. WOOLFLEY,
Comm'r U. S. Circuit Court, District of Louisiana.

(Indorsement on cover:) No. 944. The American Printing House for the Blind, of Louisville, Kentucky, appellant, vs. The Louisiana Board of Trustees of the American Printing House for the Blind et al. Louisiana C. C. U. S. Filed 13th October, 1879.



Supreme Court of the United States.

OCTOBER TERM, 1880.

No. .

THE AMERICAN PRINTING HOUSE FOR THE BLIND

versus

THE LOUISIANA BOARD OF TRUSTEES OF THE AMERICAN PRINTING HOUSE FOR THE BLIND, ET ALS.

J. D. ROUSE,
WM. GRANT,
Solicitors for Appellant.

Clark & Hofeline, Brief Printers, 112 Gravier Street.

Supreme Court of the United States.

OCTOBER TERM, 1880.

No. .

THE AMERICAN PRINTING HOUSE FOR THE BLIND

versus

THE LOUISIANA BOARD OF TRUSTEES OF THE AMERICAN PRINTING HOUSE FOR THE BLIND, ET ALS.

STATEMENT OF THE CASE.

On the 26th day of Januaay, 1858, the Legislature of the State of Kentucky passed an Act incorporating the American Printing House for the Blind.

The preamble of the Act declared that the State of Mississippi had appropriated the sum of $2000 to aid in establishing in Kentucky, a National Institution, to print and circulate books in raised letters for the blind, and had created a Board of Trustees to receive said sum and the further sum of $12,000, which had been subscribed by citizens of the State, and to transfer the same to said Institution in Kentucky; and the preamble further declared that it was anticipated that other States would make donations and create Boards of Trustees for the same purpose. (Record, p. 46.)

This original Act was amended and re-enacted April

3d, 1861, and again amended June 3d, 1865. (Record, pages 49 and 51.)

On the 3d day of January, 1859, certain gentlemen of New Orleans organized a corporation under the provisions of the general enabling Act of the State of Louisiana, styled "The Louisiana Board of Trustees of "the American Printing House for the Blind." Rec., p. 137.)

The articles of incorporation declared that the object of the Association was to raise funds and otherwise provide for the establishment and successful management at Louisville, of a House for the printing and publication of books in raised letters for the use of the Blind of the United States.

The 5th article provided that the Trustees should hold the funds collected, until the sum of $25,000 should be raised in this and other States of the Union; that so soon as the Trustees shall be informed by the Trustees of the American Printing House for the Blind, at Louisville, Kentucky, that the sum of $25,000 has been raised, they shall remit the funds to said Trustees at Louisville: *provided*, that if said sum of $25,000 shall not be raised in seven years from the date of the incorporation of the Louisiana Board, or said publishing House not be established within nine years from said date, then all donations shall be refunded.

By the 6th article, the Louisiana Board reserved the

right of inspection and visitation, in accordance with 10th Section of the Kentucky Act of Incorporation.

With the view of carrying out the declared purposes of the Association, the Louisiana Board of Trustees solicited and collected donations in the State of La. from various charitably disposed citizens, amounting in all, including a donation of $2,000 from the State, to about $17,000. This sum, with its accumulations, amounting to over $30,000, is now in the hands of the Louisiana Trustees, and the object of this suit is to compel them to turn over this trust fund to the American Printing House for the Blind.

The complainant's original and amended bill, sets up in substance the facts stated above, and goes on to aver the organization of the Corporation in Kentucky, under the Acts of 1858 and 1861; that the sum of $25,000 was raised by the American Printing House for the Blind, within seven years from the date of the incorporation of the Louisiana Board, and that said Printing House was established within nine years from said date All the donors who have made claim to the fund in controversy, are made parties defendant in the amended bill, and they have prayed judgment for the amount of their several contributions. (Record. pages 1, 11).

The trustees of the Louisiana Board answer in substance, as follows: (Record, p. 14).

1°. They admit that about the year 1860 or 1861,

D. Sherrod, then acting as the agent of the American Printing House for the Blind, as incorporated under the original Act of 1858, informed them that $25,000 had been raised for the purpose of establishing a house for printing books in raised letters for the blind, $16,136.22 being raised in this State; that the three boards, i. e. in Kentucky, Mississippi and Louisiana, together with such others as might come into the measure, raised these funds in common, and that the advantages to accrue to the Blind of each State were to be in proportion to the fund each should contribute, the control to be vested in the Presidents of the several State Boards: that an agent of complainant has assured them, that a Printing House had been established at Louisville, Kentucky, which fulfilled the conditions of the defendant's article of association. Yet these assurances have been denied by the State of Louisiana, and a number of other contributers to said funds, and have demanded a return of their donations, on the ground, that said sum of $25,000 had not been raised, and said Printing House established within the period mentioned in the defendant's article of incorporation; and, because the complainant is not the American Printing House for the Blind, as originally incorporated. (Here follows a list of those who have brought suit, all of whom are defendants in the amended bill.)

2°. That when the Louisiana Board was organized,

it was expected that an arrangement would be made for the transfer of the funds raised here, to the American Printing House for the Blind, as originally incorporated in 1858, so that the blind of Louisiana should receive their share of the benefits to be derived from the funds contributed; and that the donations were procured by the Louisiana Board on the faith of the provisions of said act constituting the Presidents of the several State Boards, ex officio a board of visitors; that the State of Kentucky has by an amendment to the Charter of 1858, created another corporate body, with a different set of trustees, and such corporation is now controlled by a different and larger board of visitors. That such amendment violates the original understanding with the auxiliary State Boards at the time they came into existence, in several respects, namely, 1°. The right of visitation is vested by the Amended Act in the Governors of the States contributing to the funds, the Superintendents of Institutions for Educating the Blind, and the Presidents of the several State Boards; whereas under the original act, this right was vested in the Presidents of the State Auxiliary Boards. 2°. By Section 1 of the Original Act, the books were to be printed for the Blind of the United States, and this limitation is excluded in the amendment. 3°. Section 6 of the Original Charter, provides, that a list of the books to be printed, shall be procured

from the Superintendents of the schools for the Blind of the *United States*, but the amended charter requires the list be procured from the Superintendents of the schools for the Blind of *North America*.

4°. Sec. 8 of the original requires annual reports from the Trustees of the Printing House to be transmitted to the Legislature of Kentucky and the Governors of the several States of the Union, and the Superintendents of the various schools for the Blind in the United States; but Sec. 8 of the amended charter requires these reports to be sent to the Governors of the States *in North America* and to *every American institution* for the education of the Blind.

5°. Sec. 9 of the original charter constituted the Presidents of the several State Boards, a Board of Visitors, authorizing the President of the oldest board to call a meeting; whereas, the amendment constitutes the Superintendents of the State Institutions devoted exclusively to the education of the Blind, and the Governors of the States that shall aid in sustaining the American Printing House, *and* the Presidents of the State Boards, a Board of Visitors, and the President of any State Board may call a meeting.

6°. The incorporators (Trustees), named in the amended, are not the same as those named in the original charter.

7°. The Louisiana Board expressly reserved the

right of visitation granted by the 10th sec. of the original, which is virtually taken away by the amended charter.

8°. Under the original charter, the Treasurer was required to give a bond in the sum of $20,000; the amended charter leaves the Bond to the discretion of the Trustees.

9°. Sec. 5 of the original charter required the funds of the American Printing House to be invested in unincumbered real estate, of double the value of the loan; the amendment does not fix the value of security to be taken.

10°. The amended charter does not authorize suit by the donors to recover their contribution in case the House is not established in 9 years from the passage of the Act, as in the original.

11°. That the amendment of 1861, destroyed the original act of incorporation.

And for further answer they say that the Board of Regents of the American Printing House for the Blind, and the American University for the Blind, domiciled in the District of Columbia, claim an interest in said fund. That some agreement has been made between the complainant or its counsel, and the counsel for the donors to divide the fund when recovered between such *confederates*, which conduct shows the complainant unfit and unworthy to manage said fund.

The defendant admits that it did file an answer to certain suits filed against it by two of the donors of the fund in the Sixth District Court, setting up as a defense that the fund in question belonged to complainant; but it avers that such admission was made because of the resolution of complainant's board of February 29, 1876, which alleged that complainant was organized under the Act of 1858, and of the assurances of John G. Barret, an agent of complainant, made to the same effect, in fraud or error, which misled the defendant's counsel, and induced him to file such erroneous admission; admit that the funds have been raised as alleged by complainant; admit the accumulation of the fund of $30,200 as alleged, less certain charges; admit that the Kentucky House was duly founded, but denies that it was so founded on the faith of the action of the Louisiana Board: deny that defendant has ever admitted the conplainant's right to the fund, except as stated: deny that defendant is keeping the fund for any selfish purpose: admit that demand has been made by complainant for the fund, which was refused: admit that D. Sherrod acted as general agent of the complainant, and of the State Boards, in collecting the fund in question. (See Exhibit 1, annexed to answer.)

"The American Printing House for the Blind and "the University for the Blind," alleged to have some

claim to this fund, has been made defendant in its own petition; and so were all the donors who have put in any claim to the funds. These donors have filed their cross-bill claiming the funds, on substantially the same grounds as are set up by the Louisiana Board as a defense except they deny that the complainant established a Printing House at Louisville, within nine years from January 3, 1859, the date of the incorporation of the Louisiana Board.

The Circuit Court held that the acceptance of amendments disabled complainant from demanding the funds in dispute and dismissed the bill. Record page 153.

THE EVIDENCE.

It is admitted by the Louisiana Board of Trustees that the American Printing House for the blind did raise $25,000 within seven, and estabi hed itself within nine years from the date of its organization. The donors alone deny these facts in their answer, at page 9 of the Record.

But the evidence of W. F. Bullock and H. H. Huntoon at page 53 and 39, abundantly establishes the averments of the bill on this point. According to their testimony, $68,977.75 was raised within the required period, and the business fully established.

On the question of Estoppel arising from the admissions made by the Louisiana Board in the State Court that these funds belonged to complainant, the defen-

dant offered a resolution of the complainants, to be found at page 24, and the evidence of Judge Merrick, Mr. Adams, and W. H. Foster.

The substance of the evidence of these witnesses is contained in that of Judge Merrick at page 110. He says that when the answers were filed in the State court, he supposed from the conversations he held with Mr. Barret, that the corporation now suing, was the same as the one organized in 1858, and that he was not then aware of the amendments subsequently made not having examined these acts *critically*, Judge Merrick was the Attorney for the Louisiana Board and drafted the answers in the suit referred to. Thomas A. Adams, President of the Louisiana Board, on this point says at page 88 of the Record, that the conversation he had with Barrett made the impression on his mind that the Kentucky House was acting under the charter of 1858; but that Barrett did not actually tell him in so many words, that there was no amendatory act; in fact, he admits that Barrett made no mention of any amendments.

But the members of the Louisiana Board cannot plead ignorance of these amendments, for we find that as far back as 1872—4 years before this suit was filed, W. H. Foster. the secretary, wrote a letter to complainant, declining to remit these funds because of these very amendments, concerning which they now plead gnorance. (Record p. 106).

The answer of the Louisiana Board, made to the suit of the donors in the State Court, has never been amended, or withdrawn, and it stands now as a defense to that suit.

The answer to the Bill alleges that some kind of agreement has been made between the complainants and the donors, wherein the amount of the recovery in this proceeding, is to be divided between them.

But the evidence of Judge Merrick at page 110, and E. E. Moise at page 143, shows that such agreement, if it existed, could not be consumated, because the Louisiana Board refnsed to concur.

ASSIGNMENT OF ERRORS.

1°. The Circuit Court erred in holding that the acceptance of amendments to its charter, by the American Printing House for the Blind, operated as a release of the Louisiana Board of Trustees from its obligation to pay over the funds in dispute.

2°. The Circuit Court erred in holding that the amendments to complainant's charter unlawfully impaired any of the rights of the Louisiana Board, and violated the Constitution of the United States.

3°. The Court erred in dismissing complainant's bill and awarding the funds to the Louisiana Board of Trustees.

4°. The Court erred in not awarding the funds to complainant.

ARGUMENT.

It is not denied that complainant has accomplished the two conditions upon which its right to these funds depends. The main defence is predicated on matters of avoidance of this right, and we shall confine ourselves mostly to a discussion of them.

The amendatory act complained of, is entitled "An "Act to amend the Charter of the American Printing "House for the Blind." It re-enacts the old charter with certain changes. These changes, though made as amendments to the original act of incorporation, it is claimed, impair the rights of the Louisiana Board of Trustees and absolve it from the duty of paying over the funds collected for complainant.

A.—The chief cause of complaint urged by defendants is, that the amendments increase the number who were to compose the Board of Visitors under the provisions of the original charter. In the lower Court they relied on the doctrine laid down in the Dartmouth College case. 4 Wheaton, 708. We fully acknowledge the high authority of that case, but, as we understand it, the Court merely decided that the Legislature of a State cannot change the charter of a private corporation, without the assent of the corporation, unless the right has been retained by the State, either in the charter, or in some general antecedent law. This is a settled principle of constitutional law.

In Miller vs. State, 15 Wallace, 478, the Court say that where such right is retained, its exercise is not obnoxious to the constitutional provision prohibiting the States from passing laws impairing the obligation of contracts; and the Court held, that in the exercise of this right, the State might lawfully increase the original liability of a shareholder.

The same doctrine was also asserted in the Pennsylvania College cases, 13 Wallace, 190. In this case it appears that Jefferson and Washington colleges were consolidated by an act of the Legislature of Pennsylvania, in the exercise of the reserved right to amend all charters granted by the State. Certain parties who had purchased scholarship in Jefferson College, filed a bill to enjoin the college from accepting or acting under the act, on the ground that it would impair their contracts. But the court said: "Persons making these "contracts must be held to know that the legislature, "even without the assent of the corporation, may "amend, modify and alter a charter, in all cases where "the power is reserved in the charter, or in the antecedent general laws; and they must also know that "the legislature may make amendments, with the "assent of the corporation, where the charter is unconditional, and there is no general law containing "any such reservation."

This doctrine has been affirmed and applied in the broadest manner in the "Sinking Fund case."

99 U. S. R., 701.

The right of trustees to accept amendments to a charter is inherent in them as representatives of the trust and all interested in it.

Now, the complainant is a corporation created by the laws of the State of Kentucky. The power of the legislature of that State to deal with corporations by repeal or amendment is not an open question.

Chapter 68, Title Legislature, sec. 8, General Statutes 616, provides as follows: "All charters and grants " of or to corporations or amendments thereof, enacted " or granted since the 14th of February, 1856, and all " other Statutes, shall be subject to amendment or " repeal, at the will of the legislature, unless a con- " trary intent be therein plainly expressed; *provided*, " that whilst privileges and franchises so granted may " be changed and repealed, no amendment or repeal " shall impair other rights previously vested.

In commenting on the statute in question, says the Supreme Court of Kentucky: "This general statute " in its prospective operation, is constitutional, and " unless a contrary intent be therein plainly expressed, " this general reservation of power applies like a " special reservation in the charter itself."

Griffin vs. Kentucky Ins. Co., 3 Bush, 595.

The intent of the Legislature to waive this general reservation must clearly appear, and is not to be inferred from the terms of the charter merely granting general or special corporate powers and rights.

C. & O. R. R. Co. vs. Baranco., 10 Bush, 608.

But it is claimed that the proviso found in the Kentucky statute we have quoted, in some manner prevents the Legislature from amending the charter, so far as the Louisiana Board is concerned. Undoubtedly the proviso was intended to protect rights of property vested in the corporation, as distinguished from purely corporate or franchise rights. The Legislature also intended to disclaim the right, to impair contracts made by or with the corporation. So far as the right to amend the charter is concerned, we admit broadly that the alterations must be reasonable; they must be made in good faith and be consistent with the object and scope of the act of incorporation.

Shields vs. Ohio, 95 U. S. 324.

But it will be noted that the defendant has not averred any violation of the rules laid down by Mr. Justice Swayne, *supra*. The defense rests solely on the bare averment that the amendments operate in law, as a discharge from all liability to account, because the same impaired the alleged rights of the Louisiana Board. The preamble of the act of incorporation of complainant, declares that it is anticipated that Boards of Trus-

tees will be organized in the several States to collect funds. The Louisiana Board, therefore, organized with knowledge that the members of the Board of Visitors might be increased from time to time, and it cannot now claim that it had a right even to suppose that the Board of Visitors would, for all time, be composed of only a few members.

It organized on the invitation of the Legislature of Kentucky, as a part of the corporation to which that State granted the charter. It became a part of that corporation under the charter, having conferred upon it certain visitorial powers. It is the settled law both in England and in this country, that when a new donation is made and engrafted on an existing eleemasonary institution, the donor becomes subject to the statutes of the old foundation:

St. John's College, 2 Burrows, 202.

And if the statutes of the foundation directs the mode in which the visitorial power shall be exercised, that mode alone must be followed.

Phillips vs. Bury, 2 T. R. 348.

Say Angel and Anne on Corp. ch. 19, sect. 2:

"When the Trustees or Governors are incorporated "to manage charity, the visitorial power is held to be- "long to them in their corporate charter."

Dartsmouth College vs. Woodward, 4 Wh. 674.

Anderson vs. White, 18 Pick. 338.

The visitorial power is to be exercised according to such regulations as are prescribed by the founders.

State vs. Adams, 44 Mo. 740.

Mordock vs. Phillips' Academy, 7 Pick. 303.

In this case the State of Kentucky is the founder of the Charity, and in her statutes has established the method of government, by which all who came in on the terms prescribed, are equally bound.

The Louisiana Board voluntarily organized under the Kentucky charter, and expressly accepted the part assigned it. This is averred in substance in the answer, for it is this right, derived from the 10th section of the charter, which it is claimed has been impaired by the amendments. When the Louisiana Board thus made itself a party to the body corporate, and took the place assigned, it submitted itself to the authority of the parent of the corporation, as fully and completely as the other trustees themselves did, when they organized. It became a member of the corporation, and submitted to exercise its visitorial powers subject to the control of the Legislature of Kentucky. It is in no sense a third person, having a contract with the corporation; but is, in fact and in law, a part of the corporation, having as such a contract with the State to exist and live, according to the statutes of the foundation; to submit to amendments which the State retained the power to make, and to hold itself, so far as the charter

is concerned, amendable to all proper legislative contract. We do not claim that a State may exercise the right of amending the charter created under the authority of its Legislature, in a grossly oppressive and wanton manner. But in this case the amendments do not change the purposes of the corporation, or pervert the charity. At most they but regulate the exercise of the corporate powers in minor matters of administration.

For aught that appears, they are highly beneficial. They do not take away from the President of the State Boards the right of visitation, but merely increase the number of members who compose the Board. The powers of the Board of visitors constituted by these amendments remain the same. The charity the same.

All the other rights claimed to have been impaired arise out of the visitorial power, and are subordinate to it, and it is therefore unnecessary for us to discuss the propriety of these other changes in the details of administration. They are such as might have been made in the absence of any reserved power in the State to regulate and control corporations created by the acts of her Legislature.

It was urged with great persistence in the lower Court in argument, that the complainant has no right of action because the suit is based on an executory contract of gift.

To support this proposition, the Louisiana Board is forced to assume that it, and not the subscribers who actually gave the money, is the donor. If this be true and complainants rights to the fund depends solely on the promise of the Louisiana Board made some years ago, but not carried out, then this suit would indeed be based on an executory contract of gift, which cannot be enforced. But complainant's right rests on no such state of facts.

In the first place, the fund never belonged to the Louisiana Board, as owner. It solicited and collected every dollar of it for complainant, under a solemn agreement to transmit to the beneficiary upon the accomplishment of two conditions. In default of the performance of these conditions, it agreed to return the money to those who had given it. In the second place the Louisiana Board has never promised to donate or give this fund to complainant; but it did accept the position of a Trustee of a gift which had been paid in to the use of others. Its title is that of Trustee and not owner. The only contract of gift open to consideration is that by which the subscribers donated the fund.

When the money was paid into the hands of the Trustee, the contract no longer remained executory. It has been said on very high anthority that if a man gives goods to another upon trust to give them to a stranger, chancery will compel him to do it. 2 Story's Eq. Juris., Sect. 1041.

The Bank of Metropolis vs. Guttschlick, 14 Pet., 19.

The same equitable rule prevails in Louisiana.

Code of Practice, Art. 35.

Civil Code, Art. 1890, 1902.

Mayor vs. Baily 8 La. Martin's R. (o. s.) 324.

Though at common law it is of the essence of a valid gift that there should be a delivery, such delivery need not be made to the donee. It may be made to a third person in trust for him.

Menchin vs. Merrill, 2 Edw. Ch. 333.

Dresser vs. Dresser, 46 Me. 48.

Gardner vs. Merritt, 32 Md. 78.

The donor may even convert himself into a trustee by apt declarations to that effect.

Taylor vs. Hill, 5 Hun. 115.

But, by the express provisions of the Civil Code of Louisiana, the donor may impose on the donee such conditions as he sees fit. Art. 1527 : "The donor may "impose on the donee any charges or conditions he "pleases, provided they contain nothing contrary to "law or good morals."

Art. 1559 : "Donations * * * are liable to be "revoked or dissolved on account of the following "causes. * * * 2° The non-fulfillment of the "eventual conditions, which suspend their consuma- "tion. 3°. The non-performance of the conditions im- "posed on the donee."

The single condition upon which the Louisiana Board, as the representative of the donors, can demand the cancellation of these gifts, would be complainant's failure to raise $25,000 within seven, and to establish the charity within nine years, from December 3, 1859. This condition being lawful, it does not avoid the gift. The Supreme Court of Louisiana has decided that the only cause of revocation of a gift is for non-compliance with the conditions imposed. Mere failure of motive cannot avail, and the word "motive" is understood to mean purpose. The question is treated so fully in DePontalba vs. New Orleans, 3 La. Ann. 660, as to need no discussion by us. It is sufficient to say that these donations were not made on the conditions that the State of Kentucky would never amend complainant's charter. They should be treated as paid in, subject to be re-called by the donors for a non-compliance with a suspensive condition. Having complied with the condition, the trustee should be compelled to account to the lawful beneficiary. Courts of Equity have an inherent jurisdiction and control over charities at common law independently of the statute of Elizabeth.

Attorney General vs Benton, 2 Vesey, 425.

Vidal vs. Girard, 2 Howard, 127.

All gifts to charitable purposes are most highly favored and liberally construed, so as to accomplish the purposes intended.

Ould vs. Washington Hospital, 5 Otto, 303.
McCord vs. Ochiltree, 8 Blackf. 22.
Hensler vs. Harris, 42 Ill., 425.

The Books are full of cases involving the right to claim gifts and bequests. In no case has a Court of Equity, on this ground, refused to enforce them, after the donor has paid them into the hands of a trustee, and divested himself of title.

While a donor cannot generally be coerced to complete a contract of gift, the moment the gift is perfected by payment, whether to a trustee or to the beneficiary, a Court of Equity will enforce the rights of all parties growing out of it. It is then no longer executory. The fact that under the laws of Louisiana, the donors in this case stipulated for a return of the gift, as they might lawfully do, for non-performance of a condition does not make the gift executory.

C—But the Louisiana Board has estopped itself from denying complainant's right to claim the fund in dispute.

When sued in one of the State courts by several of the subscribers to the fund, for a recovery of the amount donated, it set up as a defense, under the oath of its President, that the funds belonged to complainant, whom, it averred, had complied with the conditions imposed.

This answer was not made in ignorance of the

amendments to complainant's charter, for we find the Secretary, as far back as 1872, informing complainant that these very amendments might be found to materially change the relations between the two corporations.

Six years after this, we find this Board defending itself against the claims of the donors, on the ground that the fund belonged to complainant. By every rule of equity it is now estopped from denying complainant's right. It cannot now retract what has once been solemnly admitted as true in a judicial proceeding. Any other rule, says the Supreme Court of Louisiana, in Denton vs. Erwin, 5 A. 18, would encourage and sustain a scandal in the administration of justice. The same rule has been reaffirmed in numerous cases.

Gridley vs. Connor, 4 A. 416.
Duval vs. Suc. of Watterson, 19 A. 136.
Eaton vs. Freret, 11 A. 710.
Judson vs. Stevens, 29 A. 353.

The rule we contend for is in the interest of public policy. It would indeed be a scandal in the administration of justice, to permit this defendant to defeat a suit by the donors on the ground that the fund is due to complainant, and plead as a defense to this suit, the acceptance of amendments. No Court of Equity will sanction conduct which in the end, operates as a conversion of a trust fund by the Trustee.

D———. It is urged in argument, but not in defendant's answer to the Bill, that complainant has failed to show a present necessity for this fund; and it is claimed that the Louisiana Board has the right to determine for itself, when and in what manner the funds shall be transmitted. This pretense is founded on the language used in Article 5 of the Act of Association, which requires the funds and properties received to be transmitted to the Trustees in Louisville, in such sums as may be required from time to time, to establish and carry on said publishing house.

(See Record, p. 138).

This is clearly not a power to dispose of the funds at will, which under the law of trusts, cannot be controlled by a Court of Chancery. The power is not reserved expressly or by necessary intendment. On the contrary, the right to demand the funds as required, may fairly be construed to belong to complainant.

The whole purpose of the trust was to collect and transmit funds to the complainant. No power of disposition is vested in the Louisiana Board. It had at most, but the administration of the funds during a certain period, and at all times held them under the trust, for the use either of the complainant, or the donors. The established rule is that any discretion vested in a trustee must be exercised most favorably to the benefi-

ciary, to the end and purpose intended by the creation of the power.

2 Perry on Trusts, Sect, 511.

But the claim put forward in the case, is that a clause in the instrument of trust evidently intended as a mandate to pay over the funds, should be held to absolve the Trustee from performing that duty at all, or at least to authorize him to exercise it in such a manner as to defeat the trust, as he may do, by doling out a penny a year. This is to transform a mere power of administration, into one of absolute disposition. But it is a familiar rule of law governing Trusts, that the power of disposition must be express and is never implied in favor of the Trustee. Discussion on this point, however, is idle as the respondents put their defense on other grounds in their answer to the bill, inconsistent with this position.

In conclusion we submit that the Louisiana Board constituted itself a part of the complainant corporation, by its articles of association, and thus became amenable to the statutes of the foundation, and became bound to submit to such amendments as the Legislature of Kentucky might make to the charter by virtue of the power reserved in the State by the general antecedent law. That, as a recognized part of the corporation, the Louisiana Board was simply its agent by appointment in the charter, to collect and transmit the funds in dis-

pute, and that it cannot now refuse payment simply because the State of Kentucky has exercised her sovereign power to amend complainant's charter, where these amendments are not alleged and shown to be a gross abuse of this power, and injurious to the right of respondent, or subversive of the charity.

That a Court of Equity will disregard all technical defences and make such decree as will carry out this charity according to the true intent of the donors who subscribed the fund, and not suffer the charity to fail and the intention of the donors to be defeated. Though it is in no respect necessary for us to claim any benefit of the cy pres doctrine, yet the spirit of that doctrine still prevails, and our Courts have sustained all charitable gifts by enforcing them whenever possible, on the principle that a charity is never permitted to fail whenever a beneficiary can be found capable of carrying out the charity. Says the Supreme Court in Girard vs. Philadelphia, 7 Wallace, 1, "Charity never fails."

We find no case where a Court of Equity has avoided a gift to a charitable use, merely because some changes, not subversive of the purpose of the donors, have been made in matters of administration.

On the contrary, they have uniformly enforced charitable bequests, even where the intention of the donor could not be literally executed. If the mode should become impossible of execution, the general

object is not to be defeated, if it can in any other way be obtained.

2 Story's Eq. Juris., Sec. 1176.

In this case, the mode of execution originally adopted is unchanged, and there is no obstacle to the enforcement of the charity according to the intent of the donors.

The appellant, therefore, prays that the decree of the Circuit Court be reversed, and that this Honorable Court may award the fund in dispute to complainant, as prayed in his bill, with costs.

J. D. ROUSE,
WM. GRANT,
Solicitors for Appellant.